BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

Corporate Office, K R Circle,

Bengaluru – 560 001

Address : **O/o The Chief General Manager (Electy.,)**
Procurement, 2nd Floor, Block-II,
Corporate office, KR Circle,
Bengaluru- 560001.

Telephone : 080-22342704, Cell :+91-9449844689

Email Id : cgmproc@bescom.co.in

Enquiry no: BESCOM/2025-26/EL/WORK_INDENT1066

Tender for *"Rectification of hazardous locations by Replacing of existing HT/LT bare Overhead Conductor with HT covered conductor/LT AB Cable on total turnkey basis in Hosakote Division of BESCOM Jurisdictions for a period of one year on Rate Contract Total Turnkey percentage quoting Basis".*

PROCUREMENT

Tender ref/Bid Enquiry number	:	***BESCOM/2025-26/EL/WORK_INDENT1066***
Availability of Tender Documents in KPP Portal	:	**Refer KPP portal**
Pre-Bid Meeting	**:**	**Refer KPP portal**
Pre-Bid meeting Venue	:	**Refer KPP portal**
Last date and Time for seeking clarifications	:	**Refer KPP portal**
Last Date and Time for Receipt of Tenders	:	**Refer KPP portal**
Time and Date of opening of Techno-Commercial Bids	:	**Refer KPP portal**
Place of Opening of Techno-Commercial Bids & Price Bids	:	Office of the Chief General Manager (Electy) Procurement, 2nd Floor, Corporate office BESCOM, K. R Circle, Bangalore.
Time and Date of Opening of Price Bids	:	Will be intimated to the technically responsive Tenderers through KppPortal
Address For Communication	:	Office of the Chief General Manager (Electy) Procurement, 2nd Floor, Corporate office BESCOM, K. R Circle, Bangalore.

PROCUREMENT

CONTENTS

Sl. No.	Sections	Documents
1	Section-1	Invitation For Tenders (IFT)
2	Section-2	Instructions To Tenderers (ITT)
3	Section-3	Qualification Information
4	Section-4	Format of Annexures
5	Section-5	I. Conditions of the Contract (CC)
		II. Special Conditions of Contract (SCC)
		III. Erection Conditions of Contract (ECC)
		IV. General Conditions of Contract (GCC)
		V. Environmental & Safety planning
6	Section-6	Contract Data
7	Section-7	Specifications & Drawings
8	Section-8	Bill of Quantities
9	Section-9	Form of Insurance Surety Bond towards EMD & Performance security

PROCUREMENT

Section - I

INVITATION FOR TENDERS (IFT)

1. The **Chief General Manager (Electy), Procurement, BESCOM, Bangalore-560001** invites tenders from eligible tenderers, for the construction of works detailed in the Table below. BESCOM intends to avail the loan from any Financial Institutions for the said works. The tenderers shall submit tenders for the works given in the Table. Two Cover Tender procedure as per Rule 28 of the KTPP Act shall be followed.

   The Tenderers are required to submit the bids in Two Parts:

   a) Techno-Commercial Bid containing the Earnest Money Deposit and the details of their capability to undertake the tender (as detailed in Clause 3 of ITT), which will be opened first

   and

   b) Price Bid containing the price tender which will be opened only if the Tenderer is found to be qualified techno commercially to execute the tendered works. Manual bids will not be accepted.

   The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of ITT to qualify for award of the contract.

2. The Bids are invited and to be submitted through Karnataka Public Procurement Portal (KPPP) only. The Bid Notification, Bidding Documents is available on website https://kppp.karnataka.gov.in tender Documents and bidding formats are available 'Free of Cost' to bidders. Bidders need to pay Tender Processing Fee and Earnest Money Deposit through any of the 4 modes of e-Payment as mentioned in Clause No.13 of ITT.

3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the Table below. Earnest Money Deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **45 days beyond the validity of the tender**.

4. Tenders must be uploaded On-line in KPP portal on or before the date and time as mentioned in the e-Procurement platform & Techno - Commercial Bids will be opened on the date and time mentioned in the tender document/KPP portal. If the office happens to be closed on the date of receipt of the tenders as specified, the tenders will be received and opened on the next working day at the same time and venue.

5. A Pre-bid meeting will be held on date and time mentioned in the KPP portal at the office of undersigned at Corporate office, BESCOM, K. R Circle, Bangalore-560001, to clarify the issues if any, and to answer questions on any matter that may be raised at that stage as stated in Clause No. 8.2 of 'Instructions to Tenderers' of the tender document.

PROCUREMENT

6. Other details can be seen in the tender documents:

Tender Enquiry no:	Name of work	Amount Put To Tender in Rs.	Earnest Money Deposit in Rs.	Tender Processing Fee	Period of completion
1	2	3	4	5	6
BESCOM/2025-26/EL/WORK_INDENT 1066	***Rectification of hazardous locations by Replacing of existing HT/LT bare Overhead Conductor with HT covered conductor/LT AB Cable on total turnkey basis in Hosakote Division of BESCOM Jurisdictions for a period of one year on Rate Contract Total Turnkey percentage quoting Basis***	***Rs. 13,42,47,834.00 (Excluding GST)***	**Rs. 13,43,000.00**	**As per Karnataka Public Procurement Portal**	**12 Months**

NOTE (a): BESCOM has invited the bid on Percentage basis *(equal percentage for individual items basis)* & provided the Amount put to tender considering the followings:

i) ***The Material Rate means the material cost as per CSR 2025-26 (Excluding GST) + Overhead Charges @ 10% on material cost (Excluding GST) + Contractor's profit @ 10% on material cost (Excluding GST).***

ii) ***The Labour Rate means the labour rate as per CSR 2025-26 (Excluding GST) + Area specific loading factor @ 3% Labour Cost (Excluding GST) + Overhead Charges @ 10% on [labour cost (Excluding GST)+Area specific loading] + Contractor's profit @ 10% on [labour cost (Excluding GST)+Area specific loading].***

Sd/-
Chief General Manager (Electy)
Procurement, BESCOM
Bangalore

PROCUREMENT

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

TABLE OF CLAUSES

A. General

1. Scope of Tender
2. Eligible Tenderers
3. Qualification of the Tenderer
4. One Tender per Tenderer
5. Cost of Tendering
6. Site Visit

B. Tender Documents

7. Content of Tender documents
8. Clarification of Tender Document
9. Amendment of Tender documents

C. Preparation of Tenders

10. Documents comprising the Tender
11. Tender prices
12. Tender validity
13. Earnest Money Deposit
14. Format and signing of Tender

D. Submission of Tenders

15. Sealing and marking of Tenders
16. Deadline for submission of Tenders
17. Late Tenders
18. Modification and Withdrawal of Tenders

E. Tender Opening and Evaluation

19. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers
20. Opening of Second Cover Tenders of qualified Tenders and evaluation
21. Process to be confidential
22. Clarification of Tenders
23. Examination of Tenders and determination of responsiveness
24. Correction of errors
25. Evaluation and comparison of Tenders

F. Award of contract

26. Award criteria
27. Employer's right to accept any Tender and to reject any or all Tenders
28. Notification of award and signing of Agreement
29. Security deposit
30. Advance payment and Security
31. Corrupt or Fraudulent Practices

PROCUREMENT

A. General

1. Scope of Tender:

1.1 The **Chief General Manager (Electy), Procurement, BESCOM, Bangalore-560001** on behalf of Bangalore Electricity Supply Company Limited, invites tenders from eligible tenderers for the works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). BESCOM intends to avail the loan from any Financial Institutions for the said works. The Tenderers may submit tenders for the works detailed in the table given in IFT.

1.2 The scope of the proposal shall be supply, erection, test and commission of ***Rectification of hazardous locations by Replacing of existing HT/LT bare Overhead Conductor with HT covered conductor/LT AB Cable on total turnkey basis in Hosakote Division of BESCOM Jurisdictions for a period of one year on Rate Contract Total Turnkey percentage quoting Basis*** as per the technical specifications and other terms & conditions as specified in the bid documents including the following:

a) Design and Detailed Engineering.
b) Complete Manufacture including Shop Testing of Equipments/ Materials in the Scope of the Contractor.
c) Providing Engineering Drawings, Data, Operation Manual, etc.., for the BESCOM's approval for the Equipments/Materials in the Scope of the Contractor.
d) Packing and Transportation from the Manufacturer's Works to the Site of Equipments/Materials in the Scope of the Contractor.
e) Receipt, Storage, Preservation and Safe keeping of Equipment at the Site.
f) Pre-assembly, if any, Erection, Testing and Commissioning of all the Equipment.
g) Reliability Tests and Performance and Guarantee Tests on Completion of Commissioning.

2 Eligible Tenderers:

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.

2.2 **Tenders from Joint ventures are not acceptable.**

2.3 **The Bidder should possess and upload valid Original scanned copy of (1) ESI (2) EPF Reg. (3) PAN and (4) GST certificate issued by the respective competent authorities of the concerned department.**

2.4 **The Bidder should possess and upload the valid original scanned copy of the Registration certificate of Establishment_FORM C (Labour license) issued by the respective competent authorities of the Labour department.**

2.5 **The Bidder should possess and upload the valid original scanned copy of Super Grade/Class-I Electrical Contractor License issued by the Chief Electrical Inspectorate.**

PROCUREMENT

3 Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have below prequalification conditions (Technical Requirements and Financial Requirements) are mandatory and are also required to be fulfilled by the bidders.

Sl. No.	Qualifying Requirements	Documents to be uploaded
I.	**TECHNICAL CRITERIA:**	
1.	The Bidder should be in existence as any of the following: a) Company incorporated in India under the Companies Act, 1956/2013 including any amendment thereto;	1. Certificate of Incorporation issued by Registrar of Companies as per Companies Act 1956/2013 along with Memorandum of Association and Articles of Association of the Company. 2. Declaration from Directors of the Company in MBP-1 Form, stating that they are not disqualified to be a Director of the Company along with the list of Companies in which they are Directors as on date of inviting tender(s).
	b) LLP incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto;	1. Certification of Incorporation issued by Registrar of Companies as per LLP Act 2008. 2. Limited Liability Partnership Agreement of LLP.
	c) Partnership Firm under Partnership Act, 1932 in India;	1. Partnership Deed, GST Registration Certificate. 2. Shops & Establishment Registration Certificate, as applicable.
	d) Sole Proprietorship Concern	1. PAN/GST Registration Certificate
2.	The Bidder should possess valid Class-I/ Super grade Electrical Contractors license issued by the Electrical Inspectorate should be in force on the date of submission of bids	Scanned copy of valid Class-1/Super grade Electrical Contractors License issued by Electrical Inspectorate shall be uploaded
3.	The Bidder should have successfully completed as prime contractor, similar works involving Replacement of existing HT overhead line by HT covered conductor and LT overhead lines by LT Aerial Bunched cable of value not less than 50% of the amount put to tender in the previous five financial years (2020-21, 2021-22, 2022-23, 2023-24 and 2024-25) in any DISCOMs or any Government Electrical Utilities/PSUs.Note: Updated to the FY in which the tenders are invited. The value of the completed works shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited. (Rs. 671.24 L)	Scanned copy of the DWA and satisfactory Work completion certificate duly indicating the amount, issued by concerned tender inviting authority/Awarding Authority not below the rank of Executive Engineer or equivalent officer of the concerned DISCOMs/ Govt. Electrical Utilities/PSUs shall be uploaded.

PROCUREMENT

Sl. No.	Qualifying Requirements	Documents to be uploaded
	Note: *The value of the completed works shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited i.e., FY 2025-26.*	
4.	The Bidder should have executed minimum of 80% of HT covered conductor work and 80% of LT AB Cable work in any DISCOMs/ or any Government Electrical Utilities/PSUs on TTK in any One year during the previous 5 years (2020-21, 2021-22, 2022-23, 2023-24 and 2024-25) and the above quantum of work should be in Satisfactory operation for at least One year as on the date of bid submission. HT covered conductor – 76.67 Kms LT AB Cable – 50.07 Kms	Scanned copy of the DWA and satisfactory Work completion certificate duly indicating the quantity executed Financial Year wise, issued by concerned tender inviting authority/Awarding Authority not below the rank of Executive Engineer or equivalent officer of the concerned DISCOMs/ Govt. Electrical Utilities/PSUs shall be uploaded.
II.	**FINANCIAL CRITERIA:**	
5.	The Annual Turnover of the Bidder in at least two financial years should not be less than two times the amount put to tender in any of the previous five financial years i.e., (2020-21, 2021-22, 2022-23, 2023-24 and 2024-25). *Note: Updated to FY-2025-26. The Financial turnover shall be given a weight of 10% per year to bring them to the price level to FY25-26.*	Scanned copies of the **Audited Annual Accounts statements** such as P&L statement, Balance sheets & UDI number of the bidder for the respective FYs shall be uploaded.
6.	The Liquid Assets as on last working day of previous month or at a later date before submission of the bid consisting of Cash at Bank + Term Deposits + availability of fund based credit facility in any Nationalized/scheduled Bank shall not be lesser than 25% of the amount put to tender. (Rs. 335.62 Lakhs)	Documents to be uploaded: The cash at bank, term deposits and availability of fund based credit facilities shall be supported by a certificate issued by Nationalized/ scheduled Bank shall be uploaded. If the Tenderer has banking with more than one Bank, then the available liquid assets mentioned above on a particular date i.e., last working day of previous month or at a later date before submission of tender shall be the same date and time for all the banks. In case of Fund based credit facility, the certificate issued by the Nationalized/ Scheduled Bank duly mentioning sanctioned limits, funds utilized so far and balance available as on last working day of previous

PROCUREMENT

Sl. No.	Qualifying Requirements	Documents to be uploaded
		month or at a later date, before submission of the bid shall be uploaded.
7.	**Bid Capacity:** The Bidder, who meets the above specified minimum qualifying criteria, will only be qualified, if their Available Tender capacity is more than the Amount put to tender. ***Assessed available tender capacity:*** ***= (A * N * 1.5 - B)*** ***A****=Maximum value of works executed in any one year during the last five years (FY 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25)* ***(updated to FY-2025-26 in which tenders are invited)****, taking into account the completed as well as works in progress.* ***N****=Number of years prescribed for completion of the works for which tenders are invited. i.e., N=1.* ***B=****Value, at FY-2025-26 in which tenders are invited price level, of existing commitments and on-going works to be completed during the next 12 months.*	Scanned copy of the statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works as per the format prescribed in the Techno-Commercial sheet shall be uploaded. The bidder shall note that the value of pendency of work should be considered based on financial progress achieved in the particular work as on the date of bid submission. The statement should be certified by the Employer in charge, not below the rank of an Executive Engineer or equivalent.
III.	**GENERAL CRITERIA:**	
8.	Even though Bidders meet the above criteria, they are subject to be disqualified if they have *i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or* *ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or*	Scanned copy of the **Self-declaration on Notarized stamp paper of Rs.500/-** as per the format in the bid document shall be uploaded.

PROCUREMENT

Sl. No.	Qualifying Requirements	Documents to be uploaded
	iii) Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification. and/or *iv) Blacklisted due to non-performance in execution of works by any Central/State Govt. undertaking Electrical utility/Govt. Dept. as on date of bid submission. and/or* v) *Defaulted/short closed due to non-performance in execution of works against the order placed by any Central/State Govt. undertaking Electrical utility/Government Dept. as on date of bid submission.*	**Self-declaration** shall clearly indicate the tender enquiry number and date on which declaration is done.
9	Litigation History: The Tenderer should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years, A consistent history of awards involving litigation against the Tenderer or any partner may result in rejection of Bid	Scanned copy of the self-declaration on notarized stamp paper of Rs.500/- shall be uploaded.
10.	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. *(As per Government Order no: FD 455 Exp-12/2020 dt: 25.08.2020).*	Scanned copy of the self-declaration on notarized stamp paper of Rs.500/- shall be uploaded and Registration certificate issued by the competent authority shall be uploaded.
11	A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: *"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India.* *I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority.* *I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered" (Where applicable, evidence of valid registration by the Competent Authority shall be attached)*	Scanned copy of the self-declaration on notarized stamp paper of Rs.500/- shall be uploaded

PROCUREMENT

3.3 **Proposal work details:**

Sl. No.	Particulars	Qty.
1.	**70 Sq.mm AAAC (AL-7), 11 KV Covered Conductor**	**95.842 KM's**
2.	**1.1 kV, LT Aerial Bunched Cable - 3x95 + 1x70 + 1x16 Sqmm Street light (Insulated Messenger cum Neutral)**	**62.585 KM's**

3.4 Any bid not found to be in conformance with any of the pre-qualifying conditions will be summarily rejected and will not be considered for further evaluation.

Note: ***The bidder from a country which shares a land with India will be eligible to participate in this tender. As per the Government Order No: FD 455 Exp-12 2020 dated: 25.08.2020, FD 455 Exp-12 2020 dated: 10.03.2021, FD 455 Exp-12 2020 dated: 29.03.2021 & FD 455 Exp-12 2020 dated: 01.04.2023 clarification - to the Clause No. (10) above is as follows*****:**

"Bidder" for the purpose of order (including the term 'tenderer', 'Consultant', 'Vendor' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
"Bidder (or entity) from a country which shares a land border with India" for the purpose of the Order means:- a) An entity incorporated, established or registered in such a country; or
b) A subsidiary of an entity incorporated, established or registered in such a country; or
c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
d) An entity whose beneficial BESCOM is situated in such a country; or
e) An Indian (or other) agent of such an entity; or
f) A natural person who is a citizen of such a country;
The beneficial BESCOM for the purpose of above clause(d) will be as under: (i) In case of a company or Limited Liability Partnership, the beneficial BESCOM is natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling Ownership interest or who exercises control through other means. Explanation- a) "Controlling Ownership interest" means Ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company; b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
(ii) In case of a partnership firm, the beneficial BESCOM is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has Ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

PROCUREMENT

(iii) In case of an un-incorporated association or body of individuals, the beneficial BESCOM is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has Ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial BESCOM is the relevant natural person who holds the position of senior managing official;
(v) In case of a trust, the identification of beneficial BESCOM(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or Ownership.
An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
IN CASES WHERE SUB CONTRACTING IS PROVIDED: A certificate is required to be submitted/uploaded by the Tenderer in respect on sub-contracting separately in the following format: *"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"*
As per circular FD 455 Exp-12 2020 dated. 10.03.2021: A Bidder is permitted to procure the raw materials, components, sub-assemblies etc. from the vendor from countries which shares land border with India. Such vendor will not be required to be registered with the Competent authority, as this is not regarded as sub-contracting. However incase a Bidder has proposed to supply finished goods procured directly / indirectly from the vendors from the countries sharing land border with India, such venders will be required to be registered with Competent authority.
As per circular FD 455 Exp-12 2020 dated.29.03.2021 Procurement of Spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems from Original Equipment Manufacturers (OEM's) or their Authorized agents, shall be exempted from the requirement of registration as mandated under Government Order No: FD 455 Exp-12 2020 dt: 25.08.2020.

PROCUREMENT

4 One Tender per Tenderer:

4.1 VOID.

5 Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and BESCOM will in no case be responsible and liable for those costs.

6 Site Visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender Documents

7 Content of Tender documents:

7.1 The set of tender documents shall have all the Sections given in the Contents.

7.2 VOID.

8 Clarification of Tender Documents:

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the BESCOM in writing or e-mail at the address indicated in the invitation to tender. BESCOM will respond to any request for clarification which receives before to the deadline as notified in the KPP Portal for submission of the queries.

8.2 **Pre-Bid Meeting:**

8.2.1. The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at **O/o The Chief General Manager (Ele.), Procurement, 2nd Floor, Corporate Office, BESCOM, K. R Circle, Bangalore-560001** (address of venue) on time and date mentioned in the tender document/KPP portal.

8.2.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2.3. The tenderer is requested to submit any questions in writing or e-mail to reach the BESCOM not later than the deadline as notified in the KPP Portal for submission of the queries.

8.2.4. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded in KPP platform and the Tenderers are advised to keep updated of the same. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the BESCOM exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5. Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

PROCUREMENT

9 Amendment of Tender documents:

9.1 Before the deadline for submission of tenders, the BESCOM may modify the tender documents by issuing addenda.

9.1 Any addendum thus issued shall be part of the tender documents and shall be uploaded in Karnataka Public Procurement Portal and the Tenderers are advised to keep updated of the same.

9.2 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, BESCOM shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10 Documents comprising the Tender:

10.1 The tender submitted by the Tenderer shall be in two parts and shall contain the documents as follows:

10.1.1. **Techno-Commercial Bid Offer :**

a) Earnest Money Deposit.
b) Qualification Information as per formats given in Section 3.
c) All other relevant documents specified in the tender documents.

10.1.2. **Financial Bid :**

Shall be filled in KPP portal.

And any other materials required be completing and submitting by Tenderers in accordance with these instructions. The documents listed under Sections 3, and 9 and other section of tender documents shall be uploaded in KPP portal without exception.

10.1 VOID.- **Deleted**

11 Tender Prices:

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the percentage Financial Bid submitted in **KPP portal - item wise Bid Financial Offer by the Tenderer either above or below or equal the amount put to tender and in turn arriving total tender/bid price**. In accordance with Finance Department Circular No: FD 417 EXP-12/2024 dated 09-08-2024, **Bidders are required to submit their Financial Quotes excluding GST**. **Applicable GST on Supply of materials and Erection Works will be borne by BESCOM and the same will be paid separately**.

11.2 The tender/bid price should including the cost of all material/Equipment's identified under Contractor's scope of supply of Materials, Erection, loading & un-loading, transportation & insurance, Testing and Commissioning mentioned in the Enquiry and Excluding GST.

11.3 All duties, CESS, and other levies ***(Excluding GST)*** payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The Prices quoted for all items **except for 70 Sq.mm AAAC (AL-7), 11 KV Covered Conductor & 1.1 kV, LT Aerial Bunched Cable shall be FIRM** throughout the period of contract including extended period, if any. In case of any changes in GST, would be to the account of BESCOM.

PROCUREMENT

11.5 **Taxes and duties**:

11.5.1 **Statutory Variation regarding increase/decrease of existing Taxes & Duties or introduction of a new tax or duty during the Contractual completion period would be to the account of Employer.**

11.5.2 The Employer will deduct **Tax** at Source as per applicable law from the proceeds payable to the Contractor.

11.5.3 **GST registered firm having GSTIN**: Applicable GST on Supply and Erection works under the contractor's scope has to be borne by the Employer.

11.5.4 Any tax liability that may come on the Employer (BESCOM) supplied equipment's / materials shall be borne by BESCOM.

11.5.5 As regards the Income **Tax**, Surcharge on Income **Tax** and any other Corporate **Tax,** the Owner shall not bear any **Tax** liability whatsoever. The Bidder shall be liable and responsible for Payment of such **Taxes** as mandated under the provisions of the Law.

11.5.6 No claim for any increase towards the statutory variation regarding enhancement of existing **CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, CESS if any** or introduction of a new **tax** or duty applicable shall be entertained by the Owner **during the extended period of contract, if the extension of the contract is required due to the causes attributable to the contractor**.

11.5.7 Before quoting, the Bidder shall ascertain from the concerned **Tax** Authorities of Government of Karnataka/ Govt. of India, the applicability of **Customs Duties on Imports, levies, CESS if any** etc., **as on the last date of** Techno-Commercial Bid Submission as notified (either original or extended) in respect of this Package and include the same in the quoted Price. No separate Claim in this regard will be entertained by the Employer, as it is the responsibility of the Bidder to pay all these Customs Duties, levies, CESS if any etc.

Note:

(i) *The successful Bidder shall be entirely responsible for payment of all taxes, levies, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. In respect of supply portion, the successful bidder shall pay all types of fees, levies, taxes, duties etc. required to be paid by any National or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of works and by the Rules and Regulations of all Public bodies and companies whose property or rights are affected or may be affected in any way of the works. The successful bidder shall in compliance with the above keep the Purchaser indemnified against all such penalties and liability of every kind for breach of any statute, ordinance or law, Regulation or bye-law. Nothing in the contract shall relieve the successful bidder from his responsibility to pay any tax that may be levied by the Government on the turnover / profits etc., made by him in respect of the contract.*

(ii) *In case any Refund of GST from Commercial Tax Department is availed in respect of subject work, the same shall be returned to Employer/Owner.*

11.5.8 **Building and other Construction Workers Welfare CESS:** The Building and other construction workers welfare CESS act 1996, came into operation with effect from 3rd day of November 1995, the government has decided to collect CESS now with immediate effect. Accordingly the government has issued order no. LD/300 LET/2006 dated 18.01.2007 & 28.02.2007.

PROCUREMENT

The building & other construction workers welfare CESS at the rate of 1% of the amount of **the Supply and Erection portion** of the contract as per the circular issued by BESCOM vide no: BESCOM/BC-49/GM(CT&GST)/ AGM(CT&GST)/F-9/2018-19/CYS-34 Dt: 06.09.2018 consequent to the direction issued by Labour department, G.O.K, will be deducted from the bill at the time of making payment and such amount so deducted from the bill will be remitted to Karnataka State Building and other construction workers welfare board.

11.6 It is mandatory to furnish a return in form-i to the concerned assessing officer in terms of section-4 of the building & other construction workers welfare CESS act, 1996 and its rules under 1998. The concerned Contractor shall furnish the aforesaid return to the concerned assessing officer

12 Tender validity:

12.1 Tenders shall remain valid for a period **not less than 180 days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the BESCOM as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, BESCOM may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or E-Mail. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause No. 13 in all respects.

13 Earnest Money Deposit:

13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as shown in column 4 of the Table in IFT for this particular work. Bids shall be accompanied by **Bid Security (EMD) for Rs. 13,43,000.00** as follows:

1) Up to **Rs.10,00,000.00**

Government of Karnataka has selected ICICI Bank, for provision of e-Payment services for e-Procurement project. The following modes of payment will be provided by ICICI as a part of e-Payment services.

- *Credit Card/Debit Card*
- *Net Banking*
- *NEFT/RTGS*
- *Over-the-Counter (OTC)*
- *IMPS*

For further detail regarding mode of e-payment of EMD in KPP platform, contact Karnataka Public procurement cell, Government of Karnataka.
Karnataka Public Procurement portal Help Desk: Phone No: +91-8046010000, +91-8068948777. E-mail: support@eprochelpdesk.com

2) Balance **Rs. 3 ,43,000.00** ***(Rupees Three Lakhs Forty Three Thousand only)*** in the form of Bank Guarantee issued either by a **Nationalized/Scheduled bank/e-Bank Guarantee** ***(e-BG's from the Nationalized/Scheduled banks integrated with NeSL)*** **or Insurance Surety Bonds issued by Insurance Company Authorized**

PROCUREMENT

by Insurance Regulatory and Development Authority of India drawn in the favor of **"Chief General Manager (Electy), Procurement, BESCOM, Bangalore"** covering 45 days after the Validity Period of the Bid including Period of Extension, if any required by the BESCOM. The Bidder shall scan the Bank Guarantee towards EMD and upload the same in the prescribed form failing which the offer will be rejected. Also, the Bidder shall ensure that the Bank Guarantee towards EMD shall be sent in original to the ***CHIEF GENERAL MANAGER (ELECTY), PROCUREMENT, 2nd FLOOR, BLOCK-II, CORPORATE OFFICE, BANGALORE ELECTRICITY SUPPLY COMPANY LIMTED (BESCOM), K.R. CIRCLE, BANGALORE-560001*** so as to reach on or before the date & time notified for last date for submission of bid, in a sealed cover, failing which their bid will not be opened.

13.2 Instruments having fixed validity issued as Earnest Money Deposit for the tender shall be valid for **45 days beyond the validity of the tender.**

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the BESCOM as non-responsive.

13.4 The Earnest Money Deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause No.12.1.

13.5 The Earnest Money Deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The Earnest Money Deposit may be forfeited, besides blacklisting the firm for a period at the discretion of the BESCOM:

a) If the Tenderer withdraws the Tender after tender opening during the period of tender validity;
b) If the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or
c) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
    i) Sign the Agreement; or
    ii) Furnish the required Security deposit.

13.7 The Bid Security is required to protect the Owner against the risk of Bidder's conduct including withdrawing the bid after acceptance for any reason whatsoever, which would warrant the Guarantee forfeiture, pursuant to Clause-13.8. The Bid Security shall be made payable to the Owner without any condition whatsoever.

14 Format and signing of Tender:

14.1 Format of Bid:

a) The Tenders are invited through KPP platform only.
b) The Techno- Commercial Bid consists of following:
    i. Techno – Commercial Sheets
    ii. Data Requirement Sheets
c) The Percentage Financial bid shall be submitted through KPP portal only.
d) A prospective Tenderer, who wishes to submit the tender, shall adopt the following procedure.

PROCUREMENT

i) Bidding documents are available free of cost in the KPP Portal, however bidders are required to pay the bid processing fee as prescribed by the e-procurement service provider and Earnest Money Deposit through any of the modes of e-procurement as mentioned in the document for the respective bids. The Bidder shall enter percentage above or below or equal to the amount put to tender and there by auto calculating the bid Price for the total scope of the work in the KPP portal item-wise financial offer and after encryption, submit the bid in the KPP portal on or before the time and date indicated in the Notification/KPP Portal for last date for submission of bid.

ii) The BG or Insurance Surety Bonds (if any) are to be sealed in a cover and sent to Chief General Manager (Electy), Procurement, BESCOM, Bangalore, so as to reach after last submission date & on or before the date and time of opening of Techno-commercial bid as indicated in the KPP Portal.

iii) All the Technical documents shall also be uploaded in the appropriate slots of technical bid along with scanned copy of Bank Guarantee towards EMD. The Bidder shall also scan the Bank Guarantee towards EMD and upload the same in the prescribed format in the slot specified for "EMD and Tender Fee Payments" in the KPP Portal to enable the owner for verification of EMD BG or Insurance Surety Bonds at the time of opening of Techno Commercial Bid.

14.2 **Signature of Bids**:

a) The Techno Commercial and Price Sheets must contain the Name, Address of Residence and Place of Business of the Person or Persons making the Bid and the name of the Authorized Persons.

b) Bid by Partnership Enterprises must be furnished with Full Names of all Partners.

D. Submission of Tenders

15 Sealing and Marking of Tenders:

15.1 The Tenderer shall submit the technical and financial offer in the KPP portal. The hard copy of the Bank Guarantee for EMD (if any), shall be submitted on or before the last date of submission of bid, in a sealed cover, failing which their bid will not be opened.

Note:

a) The Bid Enquiry No. shall be clearly and legibly indicated in the Bank Guarantee.

b) The Bid Enquiry number shall be super scribed on the Sealed cover.

15.2 The sealed cover shall

a) be addressed to BESCOM at the following address:
Chief General Manager (Electy), Procurement, 2nd Floor, Block-II, Corporate office, BESCOM, Bangalore -560001 and

PROCUREMENT

b) bear the following identification:

"Rectification of hazardous locations by Replacing of existing HT/LT bare Overhead Conductor with HT covered conductor/LT AB Cable on total turnkey basis in Hosakote Division of BESCOM Jurisdictions for a period of one year on Rate Contract Total Turnkey percentage quoting Basis".

- Tender Enquiry No: **BESCOM/2025-26/EL/WORK_INDENT1066**
- **DO NOT OPEN BEFORE** _____*[time and date for tender opening]*.

15.3 In addition to the identification required in Sub-Clause 15.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared late, pursuant to Clause 17.

15.4 If the envelope is not sealed and marked as above, BESCOM will assume no responsibility for the misplacement or premature opening of the Tender.

16 Deadline for submission of the Tenders:

16.1 Bid shall be uploaded to the KPP portal on or before the last date and time for submission of Bids indicated in Notification, failing which bidders cannot submit their bids as the KPP portal system automatically locks the tender.
Failure in uploading the documents in time, due to any reasons is not attributable to BESCOM.

16.2 BESCOM may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of BESCOM and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17 Late Tenders:

17.1 Any Tender received by BESCOM after the deadline prescribed in Clause 16 will be returned un-opened to the Tenderer.

18 Modification and Withdrawal of Tenders:

18.1 Tenderers may modify contents of First or Second Covers separately for each Cover or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 16. -**Deleted**

18.2 Each Tenderer's modification separately for each Cover or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 14 & 15, with the outer and inner envelopes additionally marked "MODIFICATION FOR FIRST/SECOND COVER" or "WITHDRAWAL", as appropriate.- **Deleted**

18.3 No Tender may be modified after the deadline for submission of Tenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the Earnest Money Deposit besides Blacklisting the firm for a period at the discretion of BESCOM: pursuant to Clause-13.

18.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission- **Deleted.**

PROCUREMENT

E. Tender opening and evaluation

19 Opening of Techno-Commercial Bid offer of all Tenders and evaluation to determine qualified Tenderers:

19.1 The Techno-Commercial Bids will be opened on the Date and Time for opening of Tenders stipulated in the Invitation for Tender or in case any extension has been given thereto, on the extended Tender opening Date and Time notified in the KPP portal.

19.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. The First Cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 18 shall not be opened. -**Deleted**

19.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders. –**Deleted.**

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3. -**Deleted**

19.5 The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by the Employer.-**Deleted**

19.6 BESCOM will evaluate and determine whether each tender meets (a) the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. BESCOM will draw out a list of qualified Tenderers.

20 Opening of Financial Bid of qualified Tenderers and evaluation:

20.1 The Price Bids of those Bidders whose Techno-Commercial Bids are found Responsive will be opened after completion of Techno Commercial Evaluation. ***NOTE: Price Bids of Techno commercially Non-Responsive Bidders will not be opened.***

20.2 Envelopes marked **"MODIFICATION FOR SECOND COVER"** shall be opened and the submissions therein read out in appropriate detail. –**Deleted**

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening -**Deleted**

20.4 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3. –**Deleted**

21 Process to be confidential:

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until

PROCUREMENT

the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the BESCOM for processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarification of Tenders:

22.1 To assist in the examination, evaluation, and comparison of Tenders, BESCOM may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by E-mail, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by BESCOM in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact BESCOM on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of BESCOM, it should do so in writing.

22.3 Any effort by the Tenderer to influence BESCOM in the Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23 Examination of Tenders and determination of responsiveness:

23.1 Prior to the detailed evaluation of Tenders, BESCOM will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, BESCOM's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by BESCOM, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24 Correction of errors: Deleted

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) Where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and

(b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern. –**Deleted.**

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer

PROCUREMENT

does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).–**Deleted**

25 Evaluation and comparison of Tenders:

25.1 BESCOM will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 For the purpose of the evaluation and comparison of Bids, the following meanings and definition will apply.

"Bid Price" shall mean the **total price arrived base on the percentage indicated above or below or equal to the amount put to tender** quoted by each Bidder in his proposal for the complete scope of works.

All evaluated Bid Prices of all the Bidders shall be compared among themselves to determine the Lowest Evaluated Bid and the Lowest Bid, as a result of this comparison, will be selected for the Award of the Contract if the lowest bid is found reasonable as per the GoK circular FD 128 ExP-12/2021 dated: 10.05.2022.

After evaluation of the bid, **quoted percentage on the Amount put to tender will be uniformly applied to the unit rates of individual items of supply and labour as per Note (ii) of clause (6) of IFT.**

25.3 BESCOM reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for BESCOM shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause-40 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation.

25.5 **If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause-29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract**.

F. Award of Contract

26 Award criteria:

26.1 Subject to Clause 27, BESCOM will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3 of ITT.

PROCUREMENT

26.2 In case of Award of Contract, a **Single Work Contract** covering the both supply & erection portion will be issued to the successful bidder.

26.3 While awarding the Contract to the successful agency, the approved percentage above or below or equal to the amount put to tender will be uniformly applied on the individual material/Labour unit rate as per Note (ii) of clause (6) of IFT under the scope of contract to arrive the unit FORD Price of material & Labour and GST will be shown separately in the LOA.

26.4 The work awards/orders will be issued by the concerned Executive Engineer of the Division, BESCOM, on priority basis by specifying the quantum of works to be executed and period of completion against the individual work award/orders at the approved unit cost of equipment's/materials as per the terms and conditions of the Contract and in line with the estimate prepared by the Assistant Engineer/Section Officer duly conducting field survey along with agency/PMC/PMU official, which is approved by the Competent Authorities of BESCOM as per Manual of Delegation of Financial Powers of BESCOM. Individual work order will be issued to the successful agency by the concerned Executive Engineer (Ele) of respective C, O&M Division.

26.5 Any other material/labour rate required for completion of Electrical and/or civil works, which are not included in the item rate of price schedule but required to complete the work shall be carried out by the successful Agency on recommendation of the Engineer-in-charge as well as approval from the competent authority as stated in Note of clause (6) of IFT + approved tender premium and shall be considered to be included in the scope of the work. If the SR rate is not available, then mutually agreed rate shall be considered

27 BESCOM's right to accept any Tender and to reject any or all Tenders:

27.1 The successful bidder shall showcase the capabilities as indicated in the scope of works. Notwithstanding Clause 26, BESCOM reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for BESCOM's action.

28 Notification of award and signing of Agreement:

28.1 The Tenderer whose Tender has been accepted will be notified of the award by BESCOM prior to expiration of the Tender validity period by e-mail confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Intent") will state the sum that BESCOM will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Intent. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer. **Also refer clause 22 of**

PROCUREMENT

Contract Data.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, BESCOM will promptly notify the other Tenderers that their Tenders have been unsuccessful.

PROCUREMENT

29 Security deposit/Contract Performance Guarantee:

29.1 Within 20 days of receipt of the Letter of Intent, the successful Tenderer shall deliver to BESCOM a Security Deposit/Contract Performance Guarantee in the form of Bank Guarantee from the Nationalized/Scheduled commercial Banks in the form attached as Annexure in the Section-04: Format of Annexures or Electronic Bank Guarantee (e-BG) from the Nationalized/Scheduled commercial Banks which are integrated with NeSL or Insurance Surety Bonds issued by Insurance Company Authorized by Insurance Regulatory and Development Authority of India. The Bank guarantee/Electronic Bank Guarantee (e-BG) or Insurance Surety Bonds should be infavour of Chief General Manager, Procurement, BESCOM for an amount equivalent to **5% of Contract Price *(Excluding GST)* plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 32 of the General Conditions of Contract and it shall guarantee the faithful Performance of the Contract in accordance with the Terms and Conditions specified in the Bid Documents and Specifications**.

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor-**Deleted**

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit, besides Blacklisting the firm for a period at the discretion of BESCOM.

29.5 The Performance Guarantee shall cover additionally the following Guarantees to the Owner:

a) *The Successful Bidder Guarantees the Successful and Satisfactory Operation of the Equipment in the Scope of the Contract, as per the Specifications and Documents;*

b) *The Successful Bidder further Guarantees that the Equipment provided by him/his sub-Vendors shall be free from all defects in Design, Material and Workmanship and shall upon written Notice from the Owner, fully remedy free of expenses to the Owner, such defects as developed under the normal use of the said Equipment within the period of Guarantee specified in the relevant Clause of the tender documents*

29.6 The Contract Performance Guarantee is intended to Secure the Performance of the entire Contract. However, it shall not to be construed as limiting the “Damages” under Clause entitled "Equipment Performance Guarantee" in Technical Specifications and “Damages” stipulated in other Clauses in the Bid Documents.

29.7 The Contract Performance Guarantee amount shall be unconditional and irrevocable and the amount therein shall be payable to the Owner on demand without any condition whatsoever.

29.8 **The security to be furnished as per Clause 29.1 should be valid initially for a period of 12 months and shall be extended to cover the performance guarantee valid up to 180 Days after the end of Guarantee period.**

29.9 The Performance Guarantee will be discharged without any interest at the end of Guarantee Period

PROCUREMENT

30 Advance Payment and Security:

30.1 The advance payment conditions are stipulated in the Clause no: 42 of Conditions of Contract.

31 Corrupt or Fraudulent practices:

31.1 The GOK/BESCOM require that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK /BESCOM:

a) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

b) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK/BESCOM contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK/BESCOM contract.

Note: Also refer Clause no. 33 of Erection conditions of Contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

31.3 **Debarment of Tenderers:-**

31.3.1 The Owner/procurement Entity may debar tenderers, for a period not exceeding three years, from participation in its tenders, following such procedure as may be prescribed on the ground that tenderer is engaged in corrupt or fraudulent practices in competing or executing the contract including misleading the procuring entity at any stage of Procurement Activity with a fraudulent intention: Provided that, no tenderer shall be debarred without giving opportunity of being heard.

31.3.2 The State Government /BESCOM may debar tenderers for a period not exceeding three years, from participating in any procurement activity within the State, following such procedure as may be prescribed, on grounds of, but not restricted to, criminal offence, corruption, integrity, honesty and work ethics: Provided that no tenderer shall be debarred without giving opportunity of being heard.

31.3.3 The State Government /BESCOM shall publish the list of so debarred tenderers under sub-section (2) above from participating in any procurement activity on the Karnataka Public Procurement portal /BESCOM website.

31.3.4 The tenderer so debarred under sub section (2) above shall not be entitled to apply to participate in tenders called by any procurement entity under this Act during the period so debarred

PROCUREMENT

SECTION 3

QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause-3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer : [Attach copy]

Place of Registration : [Attach copy]

Principal place of business :

1.2 Total value of works executed *(excluding GST)* (BESCOM & Non BESCOM works) and payments received in the last five years (in Rs. Lakhs) of Bidder

2020-21:-------
2021-22:--------
2022-23:--------
2023-24:---------
2024-25:--------

Note: Attach relevant Certificate/s from Qualified Chartered Accountant.

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above of Bidder

Sl. No.	***Project Name***	***Utility***	***Description of work***	***Contract/ DWA Number***	***Value of contract / DWA*** *(excluding GST)* ***Rs. Lakhs***	***Date of issue of Contract/ DWA***	***Specified period of completion***	***Actual date of completion***	***Remarks explaining reasons for delay in completion of work***

Note: *The documentary proof of fulfilling the qualifying requirements shall be uploaded along with the bid. The bidder shall upload the P.O, LOI/LOA, DWA, Work done Certificates, Performance Certificates issued by the concerned Tender inviting authority in case of BESCOM awarded works or certificate issued by an officer not below the rank of Executive Engineer or equivalent of concerned ESCOMs/Distribution companies/PSU's or any Central/State Government undertaking Electrical utilities/Government bodies.*

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above of Bidder:

PROCUREMENT

Year	*Name of work with description*	*Utility*	*Contract/ DWA Number*	*Awarded quantity in nos.*	*Value of contract/ DWA Rs. Lakhs*	*Date of issue of work order*	*Quantity of work performed in KM's*	*Remarks*
2020-21								
2021-22								
2022-23								
2023-24								
2024-25								

Note: *The documentary proof of fulfilling the qualifying requirements shall be uploaded along with the bid. The bidder shall upload the P.O, LOI/LOA, DWA, Work done Certificates, Performance Certificates issued by the concerned Tender inviting authority in case of BESCOM awarded works or certificate issued by an officer not below the rank of Executive Engineer or equivalent of concerned ESCOMs/Distribution companies/PSU's or any Central/State Government undertaking Electrical utilities/Government bodies.*

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender of bidder:

(A) Existing commitments and on-going works:

Description of work	*Place & State*	*Contract No. & Date*	*Name and Address of Employer*	*Value of contract (Excluding GST) Rs. Lakhs*	*Stipulated period of Completion*	*Value of works remaining to be completed (Excluding GST) (Rs. Lakhs) (Attach Certificates from Engineers –in-Charge)*	*Anticipated date of commissioning*
1	*2*	*3*	*4*	*5*	*6*	*7*	*8*

(B) Works for which Tenders already submitted:

Description of work	*Place & State*	*Name and Address of Employer*	*Estimated value of works (Excluding GST) (Rs. Lakhs)*	*Stipulated period of Completion*	*Date when decision is expected*	*Remarks if any*
1	*2*	*3*	*4*	*5*	*6*	*7*

Note: i) The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

PROCUREMENT

1.6 The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

Item of equipment	*Requirement capacity*		*Owned/brought out on hired or Lease basis*	*Owned & available Age/ Condition*	*Remarks*
	No.	*Capacity*			

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years; Audited Financial statements i.e.., Balance sheets, P&L statements, Turnover certificates duly certified by qualified chartered Accountant as documentary evidence shall be uploaded.

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9 Name, address, telephone number & e-mail id of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in relevant Clause of tender document: Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the prescribed format in Proforma-13 of Formats of Annexures.

1.11 Information on litigations in which the Tenderer is involved:

Other Party (ies)	**Employer**	**Details of dispute**	**Amount involved**	**Remarks showing present status**

1.12 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per approved Activity chart.

1.13 **Also refer the above details/formats given in the Techno-Commercial sheets uploaded in the KPP portal and fill the data & upload the same to the slot provided in KPP portal.**

PROCUREMENT

SECTION 4:

FORMATS OF ANNEXURES

NO. DESCRIPTION

1. Proforma of Bidders Performance.
2. Proforma of Self Declaration for Border Sharing or Not Sharing by Bidders.
3. Proforma of Form of Tender.
4. Proforma of No Deviation Certificate
5. Proforma of Bank Guarantee for Bid Security.
6. Proforma of Bank Guarantee for Contract Performance.
7. Proforma of Extension of Bank Guarantee.
8. Proforma of Letter of Undertaking.
9. Proforma of Contract Agreement.
10. Proforma of Power of Attorney.
11. Proforma of Indemnity Bond (For Contractor supplied Equipment/ Materials).
12. Proforma of Self-declaration for Local content.
13. Proforma of Banker's Certificate.

PROCUREMENT

ANNEXURE-I

PROFORMA OF SELF DECLARATION ON BIDDER's PERFORMANCE

(To be furnished on notarized stamp paper of Rs.500/-)

Ref …….. Date ……..

To,

The Chief General Manager (Electy),
Procurement, 2nd Floor,
Corporate Office, BESCOM,
K.R. Circle, Bengaluru – 560001

Dear Sir,

I*/We* have read and examined the requirement of the tender condition stipulated against clause No. 3 of ITT of Bid Documents relating to the Tender Enquiry No. …… for……(full scope of Work).

I*/We* hereby undertake to declare that

v) I*/We* have not been Black-Listed due to non-performance in execution of works by any Public Electrical Utility/Govt. utility as on date of bid submission; and/or

w) I*/We* have not been defaulted/short closed due to non-performance in execution of works against the order placed by any Public Electrical Utility/Govt. utility as on date of bid submission.

x) I*/We* have not made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

y) I*/We* do not any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years.

iv) I*/We* have not any record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

v) I*/We* have participated in the previous Tender for the same nature of work and had not quoted unreasonably high tender prices and furnished prices were rationally justified; and/or

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of award of work in terms of provisions of clause entitled "Award of Contract" Section ITT, conditions of contract in the bid documents.

PROCUREMENT

Date:

Signature along with Seal of Co.
……..
(Duly authorized to sign the Tender On behalf of the Bidder)
Name ……
Designation ……
Name of Company ……
(in Block Letters)

***Strike out whichever is not applicable.**

PROCUREMENT

ANNEXURE- II

PROFORMA OF SELF DECLARATION FOR BORDER SHARING OR NOT SHARING BORDER BY BIDDERS

(To be furnished on notarized stamp paper of Rs.500/-)

Ref …… Date ……..

To,

The Chief General Manager (Electy),
Procurement, 2nd Floor,
Corporate Office, BESCOM,
K.R. Circle, Bengaluru – 560001

Dear Sir,

I*/We* have read and examined the requirement of the tender condition stipulated against clause No. 3 of Section ITT of Bid Documents relating to the Tender Enquiry No. …… for…… (full scope of Work)

I*/We* hereby undertake to declare that ***(Applicable in case of Bidders from Countries not sharing Border with India)***

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;

I*/We* certify that ……(Bidder) is not from such a country which shares a land border with India. I hereby certify that our bid fulfills all requirements in this regard and is eligible to be considered.

OR

I*/We* hereby undertake to declare that ***(Applicable in case of Bidders from Countries sharing Border with India)***

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;

I*/We* certify that …… (Bidder) is from such a country which shares a land border with India and has been registered with the Competent Authority. I hereby certify that our bid fulfills all requirements in this regard and is eligible to be considered and also evidence of valid registration issued by the Competent Authority is uploaded.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of award of work in terms of provisions of clause entitled "Award of Contract" Section ITT, conditions of contract in the bid documents.

PROCUREMENT

Date: Signature along with Seal of Co.

……..
(Duly authorized to sign the Tender On behalf of the Bidder)
Name ……
Designation ……
Name of Co ……(in Block Letters)

***Strike out whichever is not applicable.**

Please Note: *Among the above two declarations, only one which is applicable is to be declared*

PROCUREMENT

ANNEXURE-III

FORM OF TENDER

Description of the Work:

"Rectification of hazardous locations by Replacing of existing HT/LT bare Overhead Conductor with HT covered conductor/LT AB Cable on total turnkey basis in Hosakote Division of BESCOM Jurisdictions for a period of one year on Rate Contract Total Turnkey percentage quoting Basis"

Tender reference/Bid Enquiry no: ……

To:

The Chief General Manager, Electy.,
Procurement, 2nd Floor, Corporate
office, BESCOM, Bengaluru- 560001.

Sir/Madam,

We offer to execute the works described above in accordance with the Conditions of Contract accompanying this Tender with the Contract Price quoted in Item-wise Financial Offer in Karnataka Public-procurement portal.

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest Money Deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,
Authorized Signature:
Name & Title of Signatory:

Name of Tenderer _____
Address: ----------

PROCUREMENT

ANNEXURE-IV

IMPORTANT: TO BE SUBMITTED IN SEPARATE SEALED COVER

(To be furnished on the Bidder's Letter Head)

Bidder's Name & Address:

TO
Chief General Manager (Electy),
Procurement, Corporate office,
BESCOM

NO DEVIATION CERTIFICATE

With reference to our Bid Proposal No…… dated …… for ……., we hereby confirm that we have read the provisions of the Contract, the stipulation of these Clauses is acceptable to us, and we have not taken any deviation whatsoever to these Clauses:

a) **Terms of Payment:**
Clause 34.0 of, General Conditions of Contract-GCC, and Clause 13.0 of Special Conditions of Contract-SCC,

b) **Bid Security /EMD:**
Clause 13, Instruction to Tenderers-ITT,

c) **Contract Performance Guarantee.**
Clause 29 Section––II, Instruction to Tenderer-ITT & Clause 32 GCC,

d) **Penalty for delay in completion:**
Clause 14.0 of General Conditions of Contract-GCC and Clause 18.0 of Special Conditions of Contract-SCC,

c) **Liquidated Damages for delay**:
Clause 41.0 of Conditions of Contract and Clause 20.0 of Special Conditions of Contract-SCC,

f) **Price basis and Price adjustment:**
Clause 40.0 of Conditions of Contract, Clause 18 & 20, Section 6, Contract Data, Clause 33 of GCC,

g) **Guarantee:**
Clause 15.0 of General Conditions of Contract-GCC,

h) **Work Schedule:**
Clause 15.0 Special Conditions of Contract-SCC,

i) **Taxes and Duties:** Clause 19.0 of Contract data & Clause 16.0 of GCC.

We further confirm that any deviation to the above Clauses at SL. No. (a) to (i) found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any Cost implication whatsoever to.

Date
Place

Signature:
Printed Name:
Designation:
Seal:

PROCUREMENT

ANNEXURE-V

PROFORMA OF BANK GUARANTEE FOR BID SECURITY

(To be stamped in accordance with on appropriate face value of stamp paper as per Karnataka stamp act)

(Should be in the name of issuing Bank and BG is infavour of Chief General Manager, Procurement, BESCOM)

Ref…….. Bank Guarantee No…..

Date ……

To,

Dear Sir,

In accordance with Invitation to Bid under your Specification No: …….. M/s…….. having its Registered/ Head Office at ……..…….. (hereinafter called the Bidder) wish to participate in the said Bid, as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of Rs.…….Valid up to …….…….. ****** on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a Condition precedent for participation in the said Bid.

We, the……Bank at …… having our Head Office at …….. (local address) Guarantee and undertake to pay immediately on demand by Bangalore Electricity supply Company Limited the amount of …… (in words & figures) merely on demand and **without any reservation, protest, demur and recourse. Any such demand made by said `BESCOM' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.**

This Guarantee shall be irrevocable and shall remain valid up to and including ****** If any further extension of this Guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s……on whose behalf this Guarantee is issued.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this ……day of ……20……. at……..

WITNESS:

…… . ……

(Signature) (Signature)

…….. ……

(Name) (Name)

…… ……

(Official Address) (Designation with Bank Stamp)

PROCUREMENT

Attorney as per
Power of Attorney No
Date ……..

(*******) This date shall be thirty (30) days after the last date for which the Bid is valid.

PROCUREMENT

ANNEXURE-VI

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with on appropriate face value of stamp paper as per Karnataka stamp act)

Ref……..

Bank Guarantee No ……..
Date ……..

TO
The Chief General Manager (Electy.),
Procurement, Corporate office,
BESCOM, Bangalore.

Dear Sirs,

In consideration of the Bangalore Electricity Supply Company Limited (BESCOM), (hereinafter referred to as the BESCOM which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having Awarded to M/s…… with its Registered/Head Office at …… (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of BESCOM's Letter of Intent No……..dated…… and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No …… dated …….. valued at……for ……..(Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful Performance of the entire Contract equivalent to……* ……..(%)……percent) of the said value of the Contract to the BESCOM.

We……(Name & Address) having its Head Office at ……..(hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby Guarantee and undertake to pay, the BESCOM, merely on demand any and all monies payable by the Contractor to the extent of ……..as aforesaid at any time up to ……..**……. (days/Month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the BESCOM on the Bank shall be conclusive and binding notwithstanding any difference between the BESCOM and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the BESCOM and further agrees that the Guarantee herein contained shall continue to be enforceable till the BESCOM discharges this Guarantee.

The BESCOM shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for Performance of the Contract by the Contractor. The BESCOM shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers

PROCUREMENT

vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the BESCOM and the Contractor or any other course or remedy or security available to the BESCOM. The Bank shall not be released to its obligations under these presents by any exercise by the BESCOM of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or Commission on the part of the BESCOM or any other indulgences shown by the BESCOM or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the BESCOM at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance, without proceeding against the Contractor and notwithstanding any Security or other Guarantee the BESCOM may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs……..and it shall remain in force up to and including ……..and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s ……..on whose behalf this Guarantee has been given.

Dated this ……..day of ……20……at ……..

WITNESS:

……..	……
(Signature)	(Signature)
……	……
(Name)	(Name)
……	……..
(Official Address)	(Designation with Bank Stamp)

NOTE:

* *This Sum shall be five percent (5%) of the Contract Price (Excluding GST).*

** *The date will be One hundred Eighty (180) days after the end of Guarantee Period as specified in the Contract.*

1. *The stamp papers of on appropriate face value as per Karnataka stamp act shall be purchased in the name of issuing Bank.*

PROCUREMENT

ANNEXURE-VII

PROFORMA OF EXTENSION OF BANK GUARANTEE

(To be stamped in accordance with on appropriate face value of stamp paper as per Karnataka stamp act)

Ref …….. Date ……..

To,
The Chief General Manager (Electy.),
Procurement, Corporate office,
BESCOM, Bangalore.

Dear Sirs,

Sub: Extension of Bank Guarantee No ……..for Rs……favouring yourselves, expiring on …….. on account of M/s……..in respect of contract No ……..dated…… (hereinafter called original Bank Guarantee).

At the request of M/s. ……..,We……..bank, branch office at ……..and having its Head Office at ……..do hereby extend our liability under the above mentioned guarantee no …… dated …….. for a further period of ……..years/months from ……..to expire on……except as provided above, all other Terms and Conditions of the original Bank Guarantee No…… dated ……shall remain unaltered and binding.

Please treat this as an integral part of the Original Bank Guarantee to which it would be attached.

Yours faithfully,

For ……
Manager/Agent/Accountant
Power of Attorney No ……
Dated ……

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate values shall be purchased in the name of the bank who has issued the Bank Guarantee.

PROCUREMENT

ANNEXURE-VIII

PROFORMA OF LETTER OF UNDERTAKING

(To be submitted by the Bidder along with Bid)
(To be stamped in accordance with on appropriate face value of stamp paper as per Karnataka stamp act)

Ref ……. Date ……..

To,
The Chief General Manager (Electy),
Procurement, Corporate office,
BESCOM, Bangalore.

Dear Sirs,

1. I*/We* have read and examined the following Bid Documents relating to the……(full scope of Work).
   a) Notice Inviting Tender.
   b) Conditions of contract containing sections: 'Invitation to Tenderer, Instructions to Tenderer, Contract data, General Conditions of Contract (GCC), Erection Conditions of Contract (ECC) & Conditions of Contract.
   c) Special Conditions of Contract (SCC) along with Annexures
   d) Techno-commercial sheets.
   e) Technical Specifications/drawings.

2. I*/We* hereby submit our bid and undertake to keep our Bid valid for a period of 180 days from the date of techno-commercial bid opening. I*/We* hereby further undertake that during said period I/We shall not vary/alter or revoke my/our bid. This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of award of work in terms of provisions of clause entitled "Award of Contract" Section ITT, conditions of contract in the bid documents.

   Should this bid be accepted, I*/We* also agree to abide by and fulfill all the terms, conditions of provision of the above-mentioned bid documents.

Witness: Signature along with Seal of Co.

……..

Signature (Duly authorized to sign the
Date: Tender On behalf of the
Name & Address Contractor)

Name ……
Designation ……
Name of Company: ……

*Strike out whichever is not applicable.

PROCUREMENT

ANNEXURE-IX

PROFORMA OF "CONTRACT AGREEMENT"

(To be stamped on appropriate value of Non Judicial stamp paper in accordance with BESCOM Circular BESCOM/GM (A&HR)/BC-50/2505/2025-26/CYS-03 dt 28-4-2025)

This Agreement made on this ……day of ……Two thousand ……between Bangalore Electricity Company Limited having its Office at ……India (hereinafter referred to as a "BESCOM" or BESCOM which expression shall include its administrators,) on the one part and M/s ……having its registered Office at ……(hereinafter referred to as the "Contractor" or "X" name of the Contracting Company, which expression shall include its administrators, successors, executors and permitted assigns) the other part.

WHEREAS BESCOM desirous ***Rectification of hazardous locations by Replacing of existing HT/LT bare Overhead Conductor with HT covered conductor/LT AB Cable on total turnkey basis in Hosakote Division of BESCOM Jurisdictions for a period of one year on Rate Contract Total Turnkey percentage quoting Basis*** invited bids for the package…… (briefly describe scope of Work) as per its Bid Enquiry No……

AND WHEREAS……"X" ……had participated in the above referred Bidding vide their proposal No. ……dated……and BESCOM awarded the Contract to……"X" ……on Terms and Conditions of Bid Documents referred to therein, which has been accepted by …… "X" ……resulting into a "Contract".

NOW THEREFORE THE DEED WITNESSETH AS UNDER:

1.0 Article

1.1 Award of Contract:

BESCOM has Awarded the Contract to …… "X" ……for the Work of……on the Terms and Conditions contained in its Letter of Intent No…… dated…… and the Documents referred to therein. The Award has taken effect from the date of aforesaid Letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "Contract Document" referred to in the succeeding Article.

2.0 **Contract Documents:**

2.1 The Contract shall be performed strictly as per the Terms and Conditions stipulated herein and in the following Documents attached herewith (hereinafter referred to as "Contract Document").

i) BESCOM's Bidding Documents in respect of Bid Enquiry No……issued consisting of Tender documents at clause no.7, Section 2 of ITT and all other Sections including all Amendments issued vide its letter (s) No.(s) ……dated …… (Part-I)

PROCUREMENT

ii) BESCOM's Technical Specification including Amendments issued vide its Letter No……dated ..... (Part-II)

iii) "X"s Proposal No……dated……along with Proposal Sheets, Data Requirement Sheets, Payment Terms, work Schedule entitled as " Proposal"(Part-III)

iv) Agreed Minutes of the meeting held on……between BESCOM & "X" (Part-IV)

v) BESCOM's Letter of Intent No……dated……duly accepted by "X" (Part-V)

vi) Contract Activity Chart (Part-VI).

vii) Contract performance guarantee in the form of Bank guarantee.

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part confirms to the Bidding Document (Part-I & II) and what has been specifically agreed to by the BESCOM in his Letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its 'Proposal (Part-III) but not agreed to specifically by the BESCOM stands withdrawn by the Contractor. For the sake of brevity, this Agreement along with its aforesaid Contract Documents shall be referred to as the 'Agreement"

3.0 Conditions & Covenants:

3.1 The Scope of Contract, Consideration, Terms of Payment, Price Adjustment, Taxes wherever applicable, Insurance, Liquidated Damages, Performance Guarantee and all other Terms and Conditions are contained in BESCOM 's Letter of Intent No ……dated…… read in conjunction with other aforesaid Contract Document. The Contract shall be duly performed by the Contractor strictly and faithfully in accordance with terms of the Agreement.

3.2 The scope of Work shall also include **supply and erection of the contract** of all such items, which are not specifical1y mentioned in the Contract Documents, but which are needed for successful, efficient, safe & reliable Operation of the Equipment unless otherwise specifically excluded in the Specifications under 'exclusions' or Letter of Intent.

3.3 Time Schedule:

3.3.1 Time is the essence of the Contract. The Time Schedules shall be strictly adhered to and "X" shall perform the Work in accordance with the agreed Schedule as given LOA/Award/approved PERT chart.

3.4 Quality Plans:

3.4.1 The Contractor is responsible for the proper execution of the approved Quality Plans. The Work beyond the Customer's hold points will progress only with the BESCOM's consent. The BESCOM will also undertake Quality surveillance and Quality audit of the Contractor's Works, systems and procedures and Quality Control activities. The Contractor further agrees that any change in the Quality Plan will be made only with the BESCOM's approval. The Contractor shall also perform all Quality activities, inspection and Tests agreed with the BESCOM to demonstrate full compliance with the Contract requirements.

PROCUREMENT

3.4.2 The Contractor also agrees to provide the BESCOM with the necessary facilities for carrying out inspection, Quality audit and Quality surveillance of Contractor's and its Vendor's Quality systems and manufacturing activities. These shall include but not limited to the following:

i. Relevant Plant Standards, Drawing and Procedures.
ii. Detailed Quality Assurance System/ Manuals for manufacturing activities.
iii. Storage Procedures and instructions regarding Welding, NDT, Heat Treatment prior to commencement of Manufacture.
iv. Complete set of Log Sheets mentioned in the Quality Plan.

3.4.3 It is expressly agreed to by the Contractor that the Quality Tests and inspection by the BESCOM shall not in any way relieve the Contractor of its responsibilities for Quality Standards, and Performance Guarantee and their other obligations under the agreement.

3.4.4 "X" agrees to submit Quality Assurance Documents package to BESCOM for review and record after Completion and within three weeks of dispatch of Material.

The Package will include the following:

i) Factory Test result/ inspection report for Testing required by this Contract or applicable Codes and Standards.
ii) Two copies of inspection reports duly, signed by Quality Assurance Personnel of both BESCOM and "X" for the agreed Customer hold points.
iii) Report of the rectification Works where and if applicable.

3.5 It is expressly agreed to by the Contractor that notwithstanding the fact that the Contract is termed as **supply and erection of the contract** on single source responsibility basis and the Contractor is bound to perform the total Contract in its entirety and non-Performance of any part or portion of the Contract shall be deemed to be a breach of the entire Contract.

3.6 The Contractor Guarantees that the Equipment under the Contract shall meet the ratings and Performance Parameters as stipulated in the Technical Specifications (Part-II) and in the event of any deficiencies found in the requisite Performance figures, the BESCOM may at its option reject the Equipment or alternatively accept it on the Terms and Conditions and subject to levy of the Penalties in terms of Contract Documents. The amount of penalties so leviable shall be in accordance with the contract document and the total penalty levied shall not exceed the total contract value.

3.7 It is further agreed to by the Contractor that the Contract Performance Guarantee shall in no way be construed to limit or restrict the BESCOM's right to recover the Damages/ Compensation due to short fall in the Equipment Performance figures as stated in Para 3.6 above or under any other Clause of the agreement. The amount of Damages/ Compensation shall be recoverable either by way of deduction from the Contract Price, Contract Performance Guarantee and/or otherwise.

PROCUREMENT

3.8 The Contract Performance Guarantee furnished by the Contractor is irrevocable and un-conditional and the BESCOM shall have the powers to invoke it not withstanding any dispute or difference between the BESCOM and the Contractor pending before any Court, Tribunal, Arbitrator or any other Authority.

3.9 This agreement constitutes full and complete understanding between the Parties. It shall supersede all prior correspondence. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized Representatives of both the Parties.

3.10 **Statutory Variation regarding increase/decrease of existing Taxes & Duties or introduction of a new tax or duty during the Contractual completion period would be to the account of BESCOM.**

4.0 **Settlement of disputes:**

4.1 It is specifically agreed by and between the Parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement, shall be referred and settled under the arbitration center-Karnataka (Domestic and International) Rules 2012.

4.2 **Notice of Default:**
Notice of default given by either Party to the other Party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the Parties hereto if delivered against acknowledgement or by Fax or by registered mail with acknowledgement duly addressed to the signatories at the addresses mentioned herein above.

5.0 The Contractor is bound to BESCOM for the faithful performance of the contract.

IN WITNESS WHEREOF, the Parties through their duly authorized Representatives have executed these presents (execution whereof has been approved by the competent Authorities of both the Parties) on the day, Month and year first above mentioned at Bengaluru.

WITNESSES:

1. ……..
2……..

(BESCOM's signature)
(Printed Name)
(Designation)
(Company's Stamp)

1. ……..
2……..

(Contractor's signature)
(Printed Name)
(Designation)
(Company's Stamp)

PROCUREMENT

ANNEXURE-X

POWER OF ATTORNEY

(To be stamped in accordance with on appropriate face value of stamp paper as per Karnataka stamp act)

(To be furnished in case of registered company/Partnership firm)

KNOW ALL MEN BY THESE PRESENTS that we ..... a Company/ a Partnership Firm incorporated under the laws of .....and having its Registered Office/Head Office at.....(hereinafter called " Bidder" which expression shall unless repugnant to the Context or meaning thereof, include its successors, administrators and assigns) acting through Mr.....its constitute, nominate and appoint Mr.....working as .....in a .....a Company/ a Partnership Firm incorporated under the laws of ..... and having its Registered/ Head Office at .....as its duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative") to exercise all or any of the powers for and on behalf of the Bidder in regard to Specification No ..... Package ..... the Bids for which have been invited by ..... (Address "BESCOM") to undertake the following acts:

i) To submit proposal and participate in the aforesaid Bid Specification of the "BESCOM" on behalf of the "Bidder".
ii) To negotiate with the "BESCOM" the Terms and Conditions including Price for Award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the "BESCOM' for and on behalf of the Bidder.
iii) To receive accept and execute the Contract for and on behalf of the "Bidder".
iv) To do any other act or submit any Document related to the above.

It is expressly understood that the Power of Attorney shall remain valid, binding and irrevocable till submission of the Contract Performance Guarantee in terms of the Contract. The "Bidder" hereby agrees and undertakes to satisfy and confirm all whatsoever the said "Attorney"/"Authorized Representative" quotes in the Bid, negotiates and signs the Contract with the "BESCOM" and/or purports to act on behalf of the "Bidder" by virtue of this Power of Attorney and the same shall bind the "Bidder" as if done by itself.

IN WITNESS WHEREOF THE "Bidder" has executed these Presents at .....on this day of..... .....under the Common Seal of the Bidder company.

Specimen Signature of Attorney Holder

.....

(Name)

For and on behalf of

Common Seal of the above Bidder
Has been affixed thereunto, in the presence of.

WITNESSES:

1. Signature .....
   Name.. .....
   Designation..... .....

PROCUREMENT

ANNEXURE-XI

PROFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT/MATERIALS BROUGHT INTO THE SITE BY THE CONTRACTOR AND KEPT IN HIS POSSESSION FOR PERFORMANCE OF THE CONTRACT

(For Contractor supplied Equipments/Materials)

(To be stamped in accordance with on appropriate face value of stamp paper as per Karnataka stamp act)

INDEMNITY BOND

THIS INDEMNITY BOND is made this……..day of…… 20…. by ……..a Company registered under the Companies Act, 1956/Partnership Firm/Proprietary concern having its Registered Office at ……..(hereinafter called as 'Contractor' or 'Obligator' which expression shall include its successors and permitted assigns) in favour of Bengaluru Electricity Supply Company (BESCOM), ……..having its project at …….. (hereinafter called as "BESCOM" which expression shall include its successors and assigns):

WHEREAS BESCOM has awarded to the Contractor a contract for ……vide his letter of award/letter of intent (as applicable)/contract no.……dated ……..and its amendment no . …… (applicable when amendments have been issued) for execution of the contract.

And whereas by virtue of clause no ……..of the said contract, the Contractor is required to execute an indemnity bond in favour of BESCOM for the equipment/materials supplied by the Contractor and used for the purpose of erection in due performance of the contract for which BESCOM makes payments in installments and the title is transferred to BESCOM only after taking over of the commissioned work by BESCOM (hereinafter called the "Contractor Supplied Equipment").

NOW THEREFORE, this indemnity bond witnesseth as follows:

1 That in consideration of various Equipments/materials which is valued at Rs…… (Rupees……) as mentioned in the contract to be brought into the site by the Contractor and to be used by him from time to time for the purpose of performance of the contract, for which the payments will be made by BESCOM in installments as per the payment terms of the contract, the Contractor hereby undertakes to indemnify and shall keep BESCOM indemnified, for the full value of such Equipments/materials. The Contractor hereby acknowledges receipt of the initial installment of payments towards the Equipments/materials brought into the site by him as per the details in the schedule appended hereto. Further, the Contractor agrees to acknowledge receipt of the initial installments of payments towards subsequent installments of Equipments/materials to be brought into the site by him as required by BESCOM in the form of schedules consecutively numbered, which shall be attached to this indemnity bond so as to form integral parts of this

PROCUREMENT

bond. It is expressly understood by the Contractor that issuance of a certificate by the Engineer and the Contractor for the purpose of receiving initial payments by the Contractor to the effect that the Equipments/materials are received at the site shall be construed as keeping the Equipments/materials belonging to BESCOM in the possession of the Contractor and the Contractor shall hold such Equipments/materials in trust as a trustee for and on behalf of BESCOM.

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit / protection and custody of the equipment at BESCOM project site against all risks whatsoever till the equipment are duly used / erected in accordance with the terms of the contract and the plant / package duly erected and commissioned in accordance with the terms of the contract and is taken over by BESCOM. The Contractor undertakes to keep BESCOM harmless against any loss or damage that may be caused to the equipment

3. The Contractor undertakes that the equipment shall be used exclusively for the performance / execution of the contract strictly in accordance with its Terms and Conditions and no parts of the equipment shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this indemnity bond by the Contractor shall interalia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal / penal consequences.

4. That BESCOM shall have the right over the Equipments/materials (even if part payment is made and the title not transferred), free from all encumbrances, charges or lien of any kind, whatsoever. The equipment shall at all times be open to inspection and checking by Engineer-in-Charge- / Engineer or other employees / agents authorized by him in this regard. Further, BESCOM shall always be free at all times to take possession of the equipment in whatever form the equipment may be, if in its opinion, the equipment are likely to be endangered, mis-utilized or converted to uses other than those specified in the contract, by any acts of omission or commission on the part of the Contractor or any other persons or on account of any mason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of BESCOM to return the equipment without any demur or reservation.

5. That this indemnity bond is irrevocable. If at any time any loss or damage occurs to the equipment or the same or any part thereof is mis-utilized in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge/ Engineer of BESCOM as to assessment of loss or damage to the equipment shall be final and binding on the Contractor. The Contractor binds himself and undertakes to replace the lost/or damaged equipment at his own cost and / or shall pay the amount of loss to BESCOM" without any demur, reservation or protest. This is without prejudice or any other right to remedy that may be available to BESCOM against the Contractor under the contract and under this indemnity bond.

6. NOW THE CONDITION of this bond is that if the Contractor shall duly and punctually comply with the Terms and Conditions of this bond to the satisfaction of BESCOM, then the above bond shall be void, but otherwise, it shall remain in full force and virtue.

PROCUREMENT

IN WITNESS WHEREOF, the Contractor has hereunto set his hand through his authorized representative under the common seal of the Company, the day, month and year first above mentioned.

SCHEDULE NO. 1

Sl. No	***Particulars of the Equipments/ materials brought into the site by the Contractor and kept in his possession on behalf of BESCOM***	***Quantity***	***Value of the equipment/ material (Rs.)***	***Certificate no./ date recoded by the Engineer/ Contractor for making payment***	***Amount paid by BESCOM (Rs.)***	***Signature of power of attorney holder of the Contractor.***

(Please number subsequent Schedules)

For and on behalf of
M/s .....

I i. Signature..... Signature .....

ii. Name .....Name.....

iii. Address ..... Address .....
Authorized Representative

2. i. Signature.....
(Common Seal)

ii. Name.....(In case of Company)

iii. Address

* Indemnity bonds are to be executed by the authorized persons and (i) in case of contracting Company under common seal of the Company or (ii) having the power of attorney issued under common seal of the Company with authority to execute indemnity bonds, (iii) In case of (ii), the original power of attorney if it is specifically for this contract or Photostat copy of the power of attorney if it is general power of attorney and such documents should be attached to indemnity bond.

PROCUREMENT

ANNEXURE-XII

PROFORMA OF SELF DECLARATION FOR LOCAL CONTENT

(To be furnished on the Bidder's Letter Head)

Ref …….. Date ……..

To,

The Chief General Manager (Electy),
Procurement, Corporate office,
BESCOM, Bengaluru.

Dear Sir,

We hereby declared as under:

That M/s **……** will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 of Government of India issued vide Notification No:P-45021/2/2017-BE-II date: 15/06/2017, its revision dated **04/06/2020** (hereinafter **PPP-MII order**), **'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)' order dated 28/07/2020 issued by Ministry of Power** (hereinafter **MoP order**)

and any subsequent modifications/Amendments, if any and

That the 'Local Content 'as defined in the PPP-MII order in the plant/goods/ material/services/works supplied by me for Tender Enquiry No: **…**……for ***Rectification of hazardous locations by Replacing of existing HT/LT bare Overhead Conductor with HT covered conductor/LT AB Cable on total turnkey basis in Hosakote Division of BESCOM Jurisdictions for a period of one year on Rate Contract Total Turnkey percentage quoting Basis*** **is more than fifty (50)** percent (%).

That the plant/goods/material/ services/works supplied by me for Tender Enquiry No. **……** for ***Rectification of hazardous locations by Replacing of existing HT/LT bare Overhead Conductor with HT covered conductor/LT AB Cable on total turnkey basis in Hosakote Division of BESCOM Jurisdictions for a period of one year on Rate Contract Total Turnkey percentage quoting Basis*** meet the 'Local Content 'requirement as defined in the PPP-MII order **and MoP order for 'Class–I local supplier'**

That the value addition for the purpose of meeting the 'Local Content 'has been made by me at ……..

…… day of……, 20__

Signature along with Seal of Co.

……
(Duly authorized to sign the
Tender On behalf of the Contractor)
Name: **……**
Designation: **……**
Name of Company/firm : **……**

PROCUREMENT

Annexure-XIII

BANKER'S CERTIFICATE

ON BANK'S LETTER HEAD

Format of BANKER'S CERTIFICATE

(To be issued in letter head of Bank)

Reference Number (Sl. No.)

Date:

To,

[Name and Address of the beneficiary]

This is to certify that M/s. …….. [name of the customer] having their registered/administrative office at …….. is a customer of our Bank and is engaged in ……[nature of activity]. Their financial transaction with our Bank has been satisfactory. Therefore, We have extended credit facilities as mentioned below to meet their financial requirement towards execution of the …….. (brief details of works) as per the Loan policy of the Bank.

Sl. No.	Type of facility	Amount in Rs. (as on date of issue certificate)		
1.	Cash at Bank	Rs……		
2.	Term Deposits	Rs……		
3.	Fund based Credit facility (includes Overdraft)	Sanctioned Limit	Utilized Amount	Available Balance Amount
		Rs……	Rs……	Rs……

Note: date of the Certificate

Liquid Assets as on last date of previous month of Tender inviting date or at a later before submission of the bid.

Yours faithfully,

Branch Manger

Bank Address:……

Note: *If the tenderer wishes to submit the banker certificate from more than one bank, the banker certificate issued from different banks shall be on same date.*

PROCUREMENT

SECTION 5

CONDITIONS OF CONTRACT

Table of Contents

A. General.

1 Definitions
2 Interpretation
3 Law governing contract
4 Employers decisions
5 Delegation
6 Communications
7 Subcontracting
8 Other Contractors
9 Personnel
10 Employer's and Contractor's risks
11 Employer's risks
12 Contractor's risks
13 Insurance
14 Site Investigation Report
15 Query about Contract Data
16 Contractor to construct the Works
17 The Works to be completed by Intended Completion Date
18 Approvals by the Employer
19 Safety
20 Discoveries
21 Possession of the Site
22 Access to the Site
23 Instructions
24 Procedure for resolution of disputes

B. Time Control

25 Program
26 Extension of the Intended Completion date
27 Delays ordered by the Employer
28 Management meetings.

PROCUREMENT

C. Quality Control

29 Identifying defects

30 Tests

31 Correction of defects

32 Uncorrected defects

D. Cost Control

33 Bill of Quantities (BOQ)

34 Variations

35 Payment for Variations

36 Submission of bills for payment

37 Payments

38 Compensation events

39 Tax

40 Price Adjustment

41 Penalty

42 Advance Payments

43 Securities

44 Cost of repairs

E. Finishing of Contract

45 Completion

46 Taking Over

47 Final account

48 As built drawings and/or Operating and Maintenance Manuals

49 Termination

50 Payment upon termination

51 Property

52 Release from performance

II. Special Conditions of Contract (SCC)

III. Erection Condition of Contract (ECC)

IV. General conditions of Contract (GCC)

PROCUREMENT

I. Conditions of contract

A. GENERAL

1. Definitions:

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

- **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Tender.
- **Compensation events** are those defined in Clause 38 hereunder.
- The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
- The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
- The **Contract Data** defines the documents and other information which comprise the Contract.
- The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
- The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
- The **Contract price** is the price stated in the Letter of letter of Intent/ Detailed work award and thereafter as adjusted in accordance with the provisions of the Contract.
- **Days** are calendar days; **months** are calendar months.
- A **Defect** is any part of the Works not completed in accordance with the Contract.
- The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
- The **Employer** is the party who will employ the Contractor to carry out the Works.
- **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Intent/Detailed work award.
- The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
- **Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.
- **Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
- The **Site** is the area defined as such in the Contract Data.
- **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
- The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily

PROCUREMENT

coincide with any of the Site Possession Dates.

- A **Variation** is an instruction given by the Employer which varies the Works.
- The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation:

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. BESCOM will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

1) Detailed Work Award/Letter of Award.
2) Agreement.
3) Letter of Intent, notice to proceed with the works.
4) Contractor's Tender.
5) Contract Data.
6) Conditions of Contract.
7) Specifications.
8) Drawings.
9) Bid proposal sheets.
10) Any other document listed in the Contract as forming part of the Contract.

3. Law Governing Contract:

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

The Courts of Bangalore shall have exclusive jurisdiction in all matters arising under this Contract.

The Contractor shall comply with the laws of the country of manufacture concerning the manufacture of the Goods and the laws of India where the same is to be supplied / utilized.

4. BESCOM's Decisions:

4.1 Except where otherwise specifically stated, BESCOM will decide contractual matters between the Employer and the Contractor.

5. Delegation:

5.1 BESCOM may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications:

6.1 Communications between parties which are referred to in the conditions are effective only when in writing/e-mail. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting: Deleted

7.1 The Contractor may subcontract with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.- Deleted

PROCUREMENT

8. Other Contractors:

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer

9. Personnel:

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by BESCOM/GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If BESCOM asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risks:

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks:

11.1 The Employer is responsible for the excepted risks which are:

a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor arising from the conduct of the Works; or

b) a cause due solely to the design of the Works, other than the Contractor's design; or

c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

i) Could not have reasonably foreseen; or

ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage.

12. Contractor's Risks:

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, (cover from the first working day after the Start Date to the end of completion of works), in the amounts stated below:

a) For loss of or damage to the Works, Plants and Materials and the Contractor's equipment.

b) For liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

PROCUREMENT

c) For liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from negligence of Employer, any Employer's representative or their Employees.

Sl. no.	Type of Cover	Minimum cover for Insurance
(i)	Works and of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party	Rs.20 lakhs to cover 4 persons @ Rs.5 lakhs each
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, BESCOM may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data:

15.1 BESCOM will clarify queries on the Contract Data.

16. Contractor to Construct the Works:

16.1 The Contractor shall execute the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date:

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of BESCOM, and complete them by the Intended Commissioning Date.

18. Approval by BESCOM:

18.1 The Contractor shall submit Specification and drawings showing the proposed Works to BESCOM, who is to approve them if they comply with the Specifications and Drawings.

PROCUREMENT

18.2 The Contractor shall be responsible for the design of Works

18.3 BESCOM's approval shall not alter the Contractor's responsibility for design of the Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the Works where required

18.5 All Drawings prepared by the Contractor for the execution of the Works, are subject to prior approval by BESCOM before their use.

19. Safety: The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries: Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of BESCOM. The Contractor is to notify BESCOM of such discoveries and carry out BESCOM's instructions for dealing with them.

21. Possession of the Site: The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site: The Contractor shall allow BESCOM and any person authorized by BESCOM access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/ fabricated/assembled for the works.

23. Instructions: The Contractor shall carry out all instructions of BESCOM which comply with the applicable laws where the Site is located.

24. Procedure for Resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. TIME CONTROL:

25. Program/Activity chart:

25.1 Within the time stated in the Contract Data the Contractor shall submit to BESCOM for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 BESCOM's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to BESCOM again at any time for approval. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Commissioning Date:

26.1 BESCOM shall extend the Intended Commissioning Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Commissioning to be achieved by the Intended Commissioning Date.

PROCUREMENT

26.2 BESCOM shall decide whether and by how much to extend the Intended Commissioning Date of the Contractor asking BESCOM for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer: The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management Meetings:

28.1 BESCOM may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by BESCOM either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. QUALITY CONTROL:

29. Identifying Defects: BESCOM shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. BESCOM may instruct the Contractor to search for a Defect and to uncover and test any work that BESCOM considers may have a Defect.

30. Tests: If BESCOM instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of Defects:

31.1 BESCOM shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins after successful Commissioning and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by BESCOM notice.

32. **Uncorrected Defects:** If the Contractor has not corrected a Defect within the time specified in BESCOM's notice, BESCOM's will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. COST CONTROL:

33. **Bill of Quantities (BOQ):**

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate as per terms & conditions of the Contract.

PROCUREMENT

34. **Variations:**

34.1 BESCOM shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ)/ Work Award;
b) Omit any item of work;
c) Change the character or quality or kind of any item of work;
d) Change the levels, lines, positions and dimensions of any part of the work;
e) Execute additional items of work of any kind necessary for the completion of the works; and
f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by BESCOM and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by BESCOM, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ/Work Award so long as the work executed conforms to the approved drawings/Designs.

34.4 The Contractor shall promptly request in writing BESCOM to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation shall be accompanied by BoQ, failing which the contractor shall be responsible for deviation if any.

35. Payments for Variations:

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, BESCOM may order the Variation and make a change to the Contract Price which shall be based on BESCOM's own forecast of the effects of the Variation on the Contractor's costs.

PROCUREMENT

35.6 If BESCOM decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of Bills for Payment:

36.1 The Contractor shall submit to BESCOM monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 BESCOM shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 BESCOM may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments:

37.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor within 60 days of submission of bill along with the relevant documents by the Contractor subject to the fulfillment of conditions as stipulated in the Clause-13 of SCC.

37.2 Items of the Works for which no rate or price has been entered in, will not be paid for by BESCOM and shall be deemed covered by other rates and prices in the Contract. **Refer Clause-13 of SCC.**

38. Compensation Events: Void

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(e) The effect on the Contractor of any of the Employer's Risks.

(f) The Employer unreasonably delays issuing a Certificate of Completion.

(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted

PROCUREMENT

accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax: The rates quoted by the Contractor shall be deemed to be inclusive of all applicable duties and Levies that the Contractor will have to pay for the performance of this Contract **(excluding GST).** BESCOM will perform such duties in regard to the deduction of such taxes at source as per applicable law.
Note: Refer Clause 19.0 of Contract data & Clause 16.0 of GCC.

40. Price Adjustment:

40.1 Contract price shall be adjusted for increase or decrease in rates and prices of the labour, materials, fuels and lubricants in accordance with the following principles.

40.2 **The Price quoted by the Bidder for 70 Sq.mm AAAC (AL-7), 11 KV Covered Conductor & 1.1 kV, LT Aerial Bunched Cable- 3x95 + 1x70 + 1x16 Sqmm Street light (Insulated Messenger cum Neutral) shall be VARIABLE in accordance with relevant IEEMA price variation formula and indices without ceiling limit during the contractual delivery period. The Price variation/adjustment is not admissible for the remaining materials. The base date applicable for price variation is the first working day of the month, one month prior to the date of tendering i.e., last date of techno-commercial bid submission date as notified (either original or extended) as per IEEMA.**

40.3 The quoted Prices for all the remaining items shall remain fixed during the Performance of the Contract and shall not be subject to variation on any account.

40.4 The "Date of Delivery" for purpose price variation shall be **the first working day of the month, one month prior** to the date on which the cable is notified as being ready for inspection/dispatch (in the absence of such notification, the date of manufacturers dispatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto), whichever is earlier.

40.5 Price variation shall be admitted in accordance with the IEEMA formula till the actual date of supply or contracted date of supply (including any agreed extension thereto) whichever is earlier. However, no Price variation shall be admissible beyond the contracted date of supply. i.e., price variation shall be limited to the contracted delivery date. However, If the price adjustment amount works out to be positive, the same is payable to the Contractor by the Owner and if it works out to be negative, the same is to be recovered by the Owner from the Contractor.

40.6 A Bid submitted with deviation to above Clause shall be treated as Non-responsive and rejected summarily.

41. Liquidated damages/Penalty:

41.1 The Contractor shall pay Liquidated damages/Penalty to BESCOM stated as in the bid documents that the Commissioning Date is later than the Intended Commissioning Date (for the whole of the works or the milestone/stages as stated in the Contract Data/approved Activity chart). The total amount of Liquidated damages/Penalty shall not exceed the amount defined in the bid documents.

PROCUREMENT

BESCOM may deduct Penalty from payments due to the Contractor. Payment of Penalty does not affect the Contractor's liabilities.

41.2 If the Intended Commissioning Date is extended after Liquidated damages/ Penalty has been paid, the Employer shall correct any overpayment of Liquidated damages/ Penalty by the Contractor by adjusting the next payment of bill.
Note: Also refer clause no. 18 of SCC.

42. **Advance Payments:**

42.1 VOID.
42.2 VOID.
42.3 VOID.
42.4 **VOID**.

43. **Securities**: The Security deposit (including additional security for unbalanced tenders) shall be provided to BESCOM no later than the date specified in the Letter of Intent and shall be issued in an amount and form and type of instrument acceptable to BESCOM. **The Security deposit shall be valid 30 days from the date of expiry of Defects Liability Period** i.e.., 18 (Eighteen) months for all the equipment's/materials of the project) and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. **Cost of Repairs:** Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

45. **Completion:**
The Contractor shall request BESCOM to issue a Certificate of Completion of the Works and BESCOM will do so upon deciding that the Work is completed.
Note: Also refer clause no. 30 of SCC.

46. **Taking Over:** BESCOM shall take over the Site and the Works within seven days of issuing a certificate of Completion. Also refer Clause-14 & Clause-21.3 of SCC.

47. **Final Account:** The Contractor shall supply to BESCOM a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. BESCOM shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90days of receiving the contractor's account if it is correct and complete. If it is not, BESCOM shall issue within 90days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, BESCOM shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account subject to fulfillment of conditions stipulated in the tender.

PROCUREMENT

48. **As built drawings and /or Operating and Maintenance Manuals:**

48.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive BESCOM's approval, BESCOM shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. **Termination:**

49.1 BESCOM may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

a) The Contractor stops work for 45 days when no stop age of work is shown on the current Program and the stoppage has not been authorized by BESCOM;

b) The Employer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 60 days- **Deleted**

c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

d) A payment due to the Contractor is not paid by the Employer within 90 days of the date of the submission of the Bill by Contractor.

e) BESCOM gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by BESCOM;

f) The Contractor has delayed the completion of works by the number of days for which the maximum amount of Penalty can be paid as defined in the Contract data; and

g) The Contractor does not maintain a security which is required;

h) If the Contractor, in the judgment of BESCOM has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When BESCOM gives notice for breach of contract to the Contractor for a cause other than those listed under Sub Clause 49.2 above, BESCOM shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, BESCOM may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. **Payment upon Termination:**

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, BESCOM shall prepare bill for the value of the work done less other

PROCUREMENT

recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional penalty shall not apply. If the total amount due to BESCOM exceeds any payment due to the Contractor the difference shall be a debt payable to BESCOM.

50.2 If the Contract is terminated at BESCOM's convenience or because of a fundamental breach of Contract by BESCOM, BESCOM shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. **Property:** All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of BESCOM, if the Contract is terminated because of a Contractor's default.

52. **Release from Performance:**

If the Contract is frustrated by any event entirely outside the control of either BESCOM or the Contractor BESCOM shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

PROCUREMENT

II. Special Conditions of Contract (SCC)

1. LABOUR:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. PROTECTION OF ENVIRONMENT:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. ARBITRATION (CLAUSE 24):

4.1 The procedure for arbitration shall be as follows:

(a) Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre – Bengaluru, under

PROCUREMENT

Karnataka (Domestic & International) rules 2012, by one or more arbitrators appointed in accordance with its rules"

(b) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

5. The bidder shall quote for complete scope of work specified in the tender. In respect of laying of UG Cable in open trench/HDD method, BESCOM has the existing OH network and proposed cable route drawing and the Contractor shall carry out GIS survey and submit the detailed survey report which covers the route Profile, BoM (Bill of Materials)/BoQ (Bill of Quantity) etc., The contractor shall get the detailed survey report approved from the BESCOM as per GIS survey conducted by him before commencing the work.

6. Statutory Clearances and Way leave:

a) The installation of cables shall be as per established code of practice and fulfill the requirements of statutes. Obtaining all statutory clearances from other utility services, like telephones, water supply, power supply, Railways, National highways for road cutting etc., for laying the cable will be the responsibility of the successful bidder.

All necessary approvals of the concerned authorities are to be obtained before execution of the works by the successful bidder and necessary assistance will be rendered by the BESCOM.

The civic/National highways/traffic/Forest/defense authorities/Railway/ Telephones/Water supply/Electrical Inspectorate/concerned authorities etc., charge as per their standard schedules/rates which will be intimated by them from time to time for grant of permission/approvals for trenching/laying pipes/ laying cables/commissioning of cable & other Equipments etc., shall be paid by the successful bidder. These charges are reimbursable by the BESCOM as per actuals, on production of valid vouchers and which will not to be included in the total Contract (Award) value.

Restoration of the surface to its original condition without asphalting as per the requirements of the concerned authorities is also included in the scope of the work.

b) Any way leave problem, obstacle, hindrance should be clearance by the contractor. The BESCOM shall also stand by the contractor and extend necessary help and cooperation for removal of obstructions and hindrances.

Delay in obtaining any clearance including right of way shall not form a ground for extension in the period for completion of works and waival of the penalties.

However, if the delay in obtaining any clearance including right of way (ROW) is not attributable to the contractor, upon receipt of the contractor's request, the BESCOM may evaluate the situation and may, at its discretion, extend the time for performance.

Tree cutting and tree cut compensation, if any would be organized to be paid by the contractor. The BESCOM shall render necessary help for fixing the compensation through concerned Department. The compensation so paid by the contractor shall be reimbursed separately by the BESCOM as per actuals.

PROCUREMENT

7. SCOPE OF PROPOSAL:

7.1 The detailed scope of work covered under the package is specified in the Clause 1.2 of Section ITT.

7.2 **Contractor's Scope of Works:**

The Scope of the Total Turnkey Contractor is: GIS Survey, Design, Engineering, manufacture/Procure, testing at factory, Supply & erection on FOR destination site basis, transportation, storage, Erection/Installation, Testing and Commissioning of all the Equipment's/Materials required for ***Rectification of hazardous locations by Replacing of existing HT/LT bare Overhead Conductor with HT covered conductor/LT AB Cable on total turnkey basis in Hosakote Division of BESCOM Jurisdictions for a period of one year on Rate Contract Total Turnkey percentage quoting Basis***.

The Work shall include but shall not limit to the following:

Design, Engineering, Manufacturing, Testing and Supply on FOR Destination Site basis, Transportation, Storage, Erection/Installation, Testing and Commissioning of all Equipments/materials as per the techno-commercial un-priced furnished for particular enquiry and associated essential Works required for successful Commissioning of Underground Cable distribution line.

i) **The requirements of the materials shall be as per Section–8 of Bill of Quantity un-priced furnished are tentative and may vary according to the completion of the work &** shall be considered to be included in the scope of the work.

ii) Any other Electrical and/or civil works including supply and erection which are not included in the item rate schedule but required to complete the work shall be carried out by the successful bidder on recommendation of the Engineer-in-charge as well as approval from the competent authority at prevailing SR (including loading factors as noted in 6.0 Note (A) of IFT) + approved tender premium and shall be considered to be included in the scope of the work. If the SR rate is not available, then mutually agreed rate will be considered.

iii) **BESOM WILL NOT SUPPLY/PROVIDE ANY MATERIALS FOR EXECUTION.**

7.3 The mode of inland Transportation (such as Rail, Road etc) shall be clearly indicated by the Bidder in his Offer. The Transportation charges shall be the same for all modes of Transport and shall be included in the Contract Price. The Transportation charges shall include Unloading charges at Site.

7.4 Bids not covering the entire Scope of Work shall be treated as incomplete and hence may be rejected.

7.5 For the purpose of supply &erection of Equipment and Materials the Work 'Site' shall mean the locations where the Goods are delivered and accepted by the Contractor. The Contractor shall decide the location of the Site and set up his Stores for purpose of storing the Materials.

7.6 The Equipments Offered by the Bidder shall be complete in all respects with all Mountings, Fittings, Fixtures and Standard Accessories. Any Material and Components not specifically stated in the Specifications and Documents and which is necessary for Trouble Free Operations of Equipments and accessories

PROCUREMENT

specified in these Specifications, shall be deemed to be included unless specifically excluded. All such Equipments, Accessories shall be supplied without any extra Cost.

7.7 Insurance coverage for the Equipments/Materials shall be from the Manufacturer's Work till taking over in accordance with the Contract and shall include coverage for Inland Transportation, receipt of Storage at Site and Erection, Testing and Commissioning at Site prior to taking over by the BESCOM as per **Clause 19.0** infra.

7.8 **Information required along with the Bids:**

a) The bidder must clearly indicate the sources of equipment's/ materials, man power facilities, Tools and Tackles etc., under the scope of the contract in the Techno-commercial sheet.

7.9 **Drawing & Annexures:**

a) All Drawings & Annexures appended to this Bidding Document shall form part of the Technical Specification and supplement the requirements specified.

b) The Technical Specification shall be read and construed in conjunction with the Drawings and the Annexures to determine the Scope of Work and Terminal points. The successful Bidder shall not take up manufacturing of any Equipments/materials and go ahead with the execution of works unless the drawings & GTP's are approved. In case there is any discrepancy between the specification and approved drawings, the same shall be brought to the notice of the BESCOM within 15 days.

c) The Quantities shown on Drawings and Annexures are tentative for bidding purpose only. Any variation arising during detailed Engineering stage will be taken into account for adjustment of Contract Price based on Unit Rates furnished in the Bid.

7.10 **Site Location and Local Conditions:**

It will be imperative on each Bidder to fully inform himself of all Local Conditions and factors which may have any effect on the Supply &erection and Services covered under these Documents and Specifications.

It shall be understood and agreed that such factors have been properly investigated and considered in any Bid that is submitted. No Claim for Financial adjustments to the Contract Awarded under these Specifications and Documents will be entertained by the BESCOM. Neither change in the time Schedule of the Contract nor any Financial adjustments arising thereof shall be permitted by the BESCOM, which are based on incorrect information or its effect on the Contract to the Bidder.

The Equipment shall be packed for Transportation so as to meet the Space and Weight limitation of Transport facilities especially along the Rail/ Road. Approval from concerned Railway Authorities for movement of over dimensional Consignment/Package shall be obtained by the Contractor before starting Manufacture of such Equipment.

7.11 The Requirements, Conditions, Appendices etc., stated in various sections shall be considered as part of this Section as if bound together. In case of any discrepancy between the provisions of this Section and other Sections, the provisions of this Section shall prevail.

PROCUREMENT

7.12 Unless brought out clearly, the Bidder shall be deemed to conform strictly to the Bid Documents. The Bids shall, as far as possible, be according to the Specifications. However, Minor deviations, if any, shall be clearly brought out in the respective Schedules of Deviations. Any discrepancy between the Specification and the Catalogues of the Bid, if not clearly brought out in the Schedule, will not be considered as valid Deviation.

8 BILL OF MATERIALS AND SUPERVISORY SERVICES:

8.1 **List of Materials** to be supplied by the Contractor is furnished in Section–8 of Bill of Quantity.

8.2 **Services:**

The Bidder shall quote his charges payable for providing Services for Erection, Testing, Commissioning and Civil Works etc., as quoted in the percentage above or below the amount put to tender. These shall be inclusive of all charges and incidentals (excluding GST). The above charges shall be in accordance with the Clause-14.0 of Section ITT during the currency of the contract.

9 QUALIFYING REQUIREMENTS OF BIDDERS: The Qualifying Requirements are enumerated in Clause-3, Instruction to Tenderer –ITT.

10 DUTIES AND POWERS OF THE ENGINEER AND ENGINEER'S REPRESENTATIVES:

10.1 The Duties of the Engineer are to supervise the Work of the Contractor and issue Suitable directions if needed. The scope of the Duties of the Engineer, pursuant to the Contract will include but not limited to the following:

a) *Interpretation of all the Terms and Conditions of these Specifications and Documents.*
b) *Witness, or authorize his Representative to witness, Tests and Trial either at the Manufacturer's Work or at Site or at any place where the Work is performed under the Contract.*
c) *Inspect, accept or reject any Equipment Material and Work under the Contract.*
d) *Review and interpretation of all the Contractor's Drawings, Engineering Data etc.*
e) *Issue Certificate of acceptance and/or progressive Payment and final Payment Certificates.*
f) *Review and suggest Modifications and improvements in Completion Schedule from time to time.*
g) *Review the Quality of Work at all the stages of Project implementation*.

10.2 The Engineer, his duly authorized Representative and/or an outside agency acting on behalf of the BESCOM shall have at all the reasonable times, access to the Contractor's premises or Works and shall have the power to inspect and examine the Materials and Workmanship of the Works during its Manufacture or Erection and if part of the Works is being Manufactured or assembled at other premises or Works, the Contractor shall obtain for the Engineer and for his duly authorized Representative, permission to inspect, as if the Materials /Equipments are Manufactured or assembled on the Contractor's premises or Works. On Completion of the Erection of the Equipments before commissioning

PROCUREMENT

each item, the Equipments shall be thoroughly cleaned and then inspected jointly by the Engineer and the Contractor for correctness and completeness of Installation so that the Equipments are ready for pre-Commissioning Tests to be performed. The Contractor's Commissioning Engineers shall be responsible for carrying out all the pre-Commissioning Tests of the various Equipments/ Lines installed in the Under-Ground Distribution line system.

10.3 The following actions are however subject to approval of the BESCOM:

a) Determining extension of time.

b) Issuing a Variation Order except:

i.) In an emergency situation as reasonably determined by the Engineer.

ii.) If such variation Order would increase the Contract Price.

10.4 The Engineer's Representatives are responsible to the Engineer and their Duties are to watch and supervise the Works, to Test and examine any Materials to be used or Workmanship employed in connection with the Works. He has no authority to relieve the Contractor of any of the Duties or obligations under the Contract nor except as expressly provided hereunder or elsewhere in the Contract, to Order any Work involving delay or any extra Payment nor to make any variations of/or in the Works.

10.5 The Engineer may, from time to time, delegate in writing to the Engineer's Representative any of the Powers, Authorities vested with the Engineer and furnish to the Contractor a copy of all such written delegation of Powers and Authorities. Any written instruction or approval given by the Engineer's Representative to the Contractor within the terms of such delegation, but not otherwise, shall bind the Contractor and the BESCOM as though it has been given by the Engineer provided always as follows:

a) Failure of the Engineer's Representatives to disapprove any Work or Materials shall not prejudice the Power of the Engineer thereafter to disapprove such Work or Materials and to Order the pulling down, removal or breaking thereof.

b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm, reverse or vary such decision.

11 BASIS OF EVALUATION:

As this bid document is for a total turnkey key under **Percentage Quoting basis**, covering supply of all matching materials/Equipments, erection, testing and commissioning of Under Ground Transmission line network, the Bidder shall quote **total percentage above/below the Amount put to tender** including cost of all the Equipments identified under Contractor's scope of supply and services mentioned. The offer will be considered as "incomplete" and the bid will be liable for rejection at the discretion of the BESCOM, if all the Equipments identified under Contractor's scope of supply and services are not offered.

The total quoted price will be compared with the Amount put to tender *(excluding GST)*. The approved percentage will be uniformly applied to the **to the computed rates of individual materials/items *(unit rate as per CSR 2025-26 including loading factors as mentioned in 6.0 note (a) IFT)* under the scope of the contract to arrive the unit FORD price of individual materials/items and thereby by arriving the total price for the contract.**

PROCUREMENT

12 Procedure for Evaluation of Technical Bid:

12.1 The Bids are liable to be treated as Non-Responsive if the Offers do not comply with the following:

1. Qualifying Requirements of the Bidder shall be as per Clause 3 Section - 2 Instruction to Tenderers ITT
2. Financial Capability of the Bidder shall be as per Clause 3 Section - 2 Instruction to Tenderers ITT.
3. Bid Security/EMD shall have been paid as per Clause 13 Section-II, Instructions to Tenderers-ITT.
4. Completion Period shall be as specified in the Bid.
5. Technical Particulars of all the Equipments/ Materials shall be complying with the provisions of Technical Specifications
6. Bid shall be submitted for the entire Scope of Package.
7. Bid containing Certificate for Acceptance to Important Conditions as per Clause No. 22 Special Conditions of Contract- SCC.

13 TERMS OF PAYMENT:

13.1 The payment to the Contractor under the contract will be made by the as per the guidelines and conditions specified hereunder.

13.2 The Contractor shall submit the Bill in quadruplicate (4 copies) to the Engineer-in-charge in prescribed form approved by the Engineer, only when all the works pertaining to each work order is completed in all respects and is commissioned. Payment will be made against item wise measurements as per actual at the approved prices of Purchase order/contract order.

13.3 The payments to Contractor are subject to recoveries, which are due from the Contractor.

13.4 The authorized representatives of the Engineer-in-charge and the Contractor shall jointly take the measurements. The representative of the Engineer-in-charge will give a week's notice to the Contractor of his intention to record the measurement immediately on report of completion of all works by the Contractor and if the Contractors' representative fails to join the Engineer-in-charge representative, the latter may proceed with the measurements by himself and the Contractor shall have to accept these measurements as correct and binding on him.

13.5 On the basis of the these joint measurements, payment will be made to the Contractor by the Engineer-in-charge according to the procedure prevalent in the BESCOM, after submission of the bills after recording the measurements as stated above.

13.6 Payment will be made at the accepted rates for all works done according to the specifications and measurements and after commissioning the same. However where approval of the Inspectorate authorities is required under statute, payment shall be made only after such approval and after the feeder is duly charged.

13.7 100% payment including tax will be paid by the concerned Division after the completion and commissioning of works in all respects and certificate issued by the Section Officer, Sub-Divisional Engineer (Ele) and counter signed by the Executive Engineer (Ele) of the concerned Division to that effect and passing of bills as below:

PROCUREMENT

a. Certificate recorded by the Contractor that the Materials/Equipment's are received as per the Terms and Conditions of the DWA placed and Agreement entered into by the firm with BESCOM.

b. Certificate recorded by the Asst. Engineer (Ele) of the O&M Section, designated as "Site Engineer or Engineer in charge of Work" to the effect that the Materials/Equipment's are actually received in the Store of the Contractor or at Site as per the Terms and Conditions of the DWA placed for Materials and Agreement entered into by him with BESCOM.

c. Certificate by the Asst. Executive Engineer (Ele), who is the Sub-Divisional Officer to the effect of the receipt of Materials/Equipment's.

d. Countersignature of the Executive Engineer (Ele) who is the Divisional Officer under whose jurisdiction the Contract is being executed.

13.8 All materials and work for which payment is made in part or full shall become the sole property of BESCOM, but this provision shall not relieve the Contractor of his responsibility for the care and protection of the materials and works at his own cost and his liability to make good the damage if any unless and until the whole work is deemed to have been completed and commissioned and handed over to the BESCOM, in accordance with the terms and conditions of the Contract..

13.8.1 The Bills will be passed on the basis of the following certificates:

1. *Before & after Photo snaps shall be submitted as a supporting proof.*
2. *Certification of all above points shall be recorded in MB book by the concerned Engineer in charge of Work while forwarding for arranging payment.*

13.9 It is made clear that, notwithstanding anything contained to the contrary in the Bid Documents elsewhere, Storage Insurance for Materials/ Equipments stored at the Site by the Contractor shall be to Contractor's account alone and no amount whatsoever is payable by the BESCOM.

13.10 All payments under the Contract shall be in Indian Rupees only.

13.11 The Total Payments towards Supply & Erection of Equipments/Material, Erection Charges etc., as per the Contract shall be governed by the Clauses 34.0 & 35.0 of, General Conditions of Contract-GCC.

13.12 **All the Supply and Erection bills shall be jointly verified and certified by the concerned field officers, QS&S, BESCOM**

14 TAKING OVER: Upon successful Completion of all the Tests to be performed at Site on Equipments erected by the Contractor, the Engineer shall issue to the Contractor a "**Taking over Certificate**" as a proof of the final acceptance of the Equipment. Such Certificates shall not reasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects, which do not affect the Commercial Operation and/or cause any serious risk to the Equipment. Such Certificates shall not relieve the Contractor of any of his obligations, which otherwise survive by the Terms and Conditions of the Contract after issuance of such Certificate.

PROCUREMENT

15 WORK SCHEDULE:

15.1 The Bidder shall include in this **Work Schedule** his program for furnishing Designs, Testing, Supply & erection of Material/Equipments and Commissioning covered in the Bid Documents. The Program shall be in the form of Activity Chart identifying Key Phases in various areas of the total Works like procurement of Materials and Bought Out items, Testing, Manufacture, deliveries and Field activities. The Activity Chart shall conform to the following Scheduled Commissioning Period reckoned from the Date of Award.

Validity of Contract: **THE CONTRACT IS VALID FOR A PERIOD OF 12 MONTHS FROM THE DATE ISSUE OF LETTER OF AWARD**.

COMMISSIONING PERIOD: The entire assigned work shall be completed and commissioned in all aspects within **12 months** from the date of issue of Award **INCLUDING MONSOON PERIOD**. While preparing the above-mentioned Activity Chart, the Contractor may take guidance from the Tentative Dates of various activities indicated in the Technical Specification. The BESCOM has no objection to modify the intermittent activities without affecting the Final Completion Schedule. However, all the Schedules shall be approved by the BESCOM.

This Activity Chart will be discussed and agreed to before the Award of Contract. It may be required by the BESCOM to revise the periods indicated above based on the interface requirements of the Project. Such revisions, if made, will be finalized before the Award of Contract. The provisions of Clauses-14.0 and 44.00 General Conditions of Contract-GCC, and Clause-18.0 Special Conditions of Contract-SCC, regarding Liquidated Damages leviable for delays shall become effective after the dates mentioned above.

15.2 After the Award of the Contract, the Contractor shall Plan the sequence of Work of Manufacture and Erection to meet the dates stated above and shall ensure that all Work/Manufacture, shop Testing and dispatch of the Equipment and Materials is in accordance with the required Construction/Erection sequence.

15.3 The provisions of penalty leviable in case of delay in Completion shall become effective after the periods mentioned above for successful Completion of Testing and Commissioning.

15.4 Detailed Erection and Commissioning Program including Pre-Erection activities covering Manpower deployment, Tools and Plants Mobilization etc., shall be submitted by Contractor within suitable time as agreed to during Pre- Award discussions.

15.5 Detailed Drawing Schedule based on Programs referred above shall be submitted by the Contractor within 15 days' time from the notification of Award, in the format to be specified by the BESCOM.

15.6 The Contractor shall submit to the Engineer, his manufacturing and Delivery Schedules for all Equipment's, after approval of the site survey report. Such Schedules shall be in line with the detailed Network for all phases of the Work of the Contract. Such Schedules shall be reviewed, up-dated and submitted to the Engineer by the Contractor, once in every two Months thereafter, only for the purpose of Progress Monitoring. Schedules shall also include the Materials and Equipment purchased from outside Suppliers.

15.7 The Contractor shall submit to the BESCOM/Engineer the detailed Bill of Materials, after approval of the site survey report. Additions /deletions to the Bill of Materials, during detailed Engineering will also be incorporated in the Bill of Materials within 2 weeks of the approval of the Drawings, if such approval of

PROCUREMENT

Drawings necessitates the change.

15.8 Within one week of approval of the Network Schedule, the Contractor shall forward to the Engineer copies of the Computer Run Data if it be so required. The type of output and number of copies of each type to be supplied by the Contractor shall be determined by the Engineer.

15.9 The Network Schedule shall be updated at a frequency mutually agreed upon for the purpose of Monitoring. However, for the purpose of identification of Contractors Contractual liability, the agreed Activity Chart referred in Clause 15.1 shall only be applicable. Monthly review of the Progress and identification of necessary Corrective actions as may be desired by the Engineer. The Meeting will be attended by the Engineer or his authorized Representatives and such responsible Representatives of the Contractor as may be considered necessary by the Engineer. Such Meeting shall be attended by the Contractor's Representatives at the Contractor's own Cost. The Contractor shall be responsible for recording the proceeding of the Meeting(s), a report of which shall reach the BESCOM or the Engineer not later than seven (7) days after Meeting(s).

15.10 During execution of the Contract / Manufacture/ Erection / Commissioning, the Contractor shall furnish fortnightly Progress Reports to the Engineer in a Format to be specified by the Engineer indicating the Progress up to the Month as against Scheduled and Anticipated Completion Dates in respect of Activities covered in Programs/Schedules referred above. If called for by the Engineer, the Contractor shall also furnish to the Engineer resources Data in the specified Format(s), and Time Schedule(s). The Contractor shall also furnish any other information necessary to ascertain Progress, if called for by the Engineer.

15.11 The work shall be executed in consultation with the **Field Engineer-in-charge**. **The progress of work will be reviewed & monitored by the CGM (E), Procurement.**

16 INDEMNITY BOND: It will be the responsibility of the Contractor to take Delivery, Unload and Store all the **Material/Equipments**. The Contractor shall execute an Indemnity Bond (as per the Proforma enclosed in Format of Annexures) infavour of the BESCOM against Loss, Damage and any Risks involved for the full value of these Materials. This Indemnity Bond shall be furnished by the Contractor before commencement of the Supplies and shall be valid till the Scheduled Date of Testing, Commissioning and handing over of the Work to the Engineer.

17 CONTRACT PRICE ADJUSTMENT: In accordance with Clause-40.0 of Conditions of contract (CC), Clause-11.0 of Section–II, Instruction to Tenderers-(ITT) and Clause-33.0 of General Conditions of Contract (GCC).

18 PENALTY FOR DELAY IN COMPLETION:

18.1 The Bidder shall clearly note that time is the essence of the Contract and the Under-Ground Cable distribution line shall be completed within the Time frame specified in Clause No.15.1 of supra and hence no time extension shall be allowed on any account. If the Contractor fails to successfully complete the Trial Operation in terms of the Contract, within the time fixed under the Contract or any extension thereof granted by the BESCOM by way of Amendment to the Notification of Award/ Contract Agreement, the Contractor shall pay to the BESCOM, as Penalty.

PROCUREMENT

18.2 **The penalty shall be 0.1% per day of delay or part thereof on the portion of the individual work award which is not completed within the time stipulated in relevant clause of the contract, subject to a maximum of 10% on the individual work award cost**. As the penalty is required to be levied by considering the shortfall in progress of work in each Milestone as detailed under:

a) ***Establishing stores and Submission of GTP & Drawings for approval: Within 2 months from the date of Award.***
b) ***Obtaining approval from the Competent Authority: Within 3 months from the date of Award.***
c) ***Supply of materials: Within 6 months from the date of Award.***
d) ***Execution of works: Within 10 months from the date of Award.***
e) ***Commissioning & Handing over and Closure of project in all respect as per the contract: Within 12 months from the date of Award.***

18.3 The total amount of Penalty for delay under the Contract shall be subject to a maximum of Ten percent (10%) of the total Contract Price & the BESCOM has got every right to terminate the Contract without any liability if it crosses 10% of award.

18.4 In case the successful bidder fails to execute the works as per the program, the works are progressing at a slow pace, the BESCOM reserves its right to get the balance or part of supplies/works executed through other agencies at the risk and cost of the turnkey agencies, this is in addition to the right of the BESCOM to recover any damage from the contractor and also blacklisting.

19 STORAGE CUM ERECTION INSURANCE:

19.1 All the Equipment and Materials being supplied by the Contractor for the package shall be kept completely insured by the Contractor at his Cost from the time of dispatch from their Works, up to the Completion of Erection Testing and Commissioning at Site and taking over of the project by the BESCOM in accordance with the Contract.

19.2 Further all the Equipment and Materials being supplied by the BESCOM for the Erection as per Technical Specification shall be kept insured by the Contractor against any Loss, Damage, Pilferage, Theft, Fire etc. from the time of Unloading up to the time of Taking Over by the BESCOM including Handling, Transportation, Storage, Erection, Testing and Commissioning etc. The premium to be paid to the Insurance Company by the Contractor for such Insurance shall be included in the total Bid Price.

19.3 It will be the responsibility of the Contractor to Lodge, Pursue and Settle Claims with the Insurance Company in case of any Damage, Loss, Theft, Pilferage or Fire and the BESCOM shall be kept informed about it. The Contractor shall be responsible for the, replacement of losses, Damage etc. in the execution of the Contract to any Equipment/ Material either supplied by the Contractor or issued to the Contractor by BESCOM irrespective of the time or amount of receipt of Insurance Claim. Any loss in this shall be to the Contractor's account.

20 GUARANTEES AND LIQUIDATED DAMAGES FOR NON-PERFORMANCE OF THE EQUIPMENT's:

20.1 The Bidder shall guarantee for the equipment's/materials supplied as per the clause 15 of GCC.

PROCUREMENT

20.2 The equipment offered shall meet the rating and performance requirements stipulated in Technical Specification of equipment or indicated in Data requirement.

20.3 If the equipment's/materials are not met IS/IEC standard at factory tests, then BESCOM will reject the equipment's/materials and the agency shall offered for re-inspection by paying the re-inspection charges as notified by the BESCOM.

20.4 **BESCOM has reserve the right to conduct the type test as per relevant IS/IEC for 70 Sq.mm AAAC (AL-7), 11 KV Covered Conductor & 1.1 kV, LT Aerial Bunched Cable in CPRI if required, out of the supplied lot to ascertain the quality assurance at BESCOM's cost**.

If any discrepancies/defect noticed during the test, the entire lot will be rejected & the bidder shall replace the entire lot at his own cost along with re-inspection charges as per Clause 49.3.2 of GCC & charges paid by BESCOM for the type test.

21 PRE-COMMISSIONING TESTS AND TAKING OVER:

21.1 **Pre-Commissioning Tests:**

On Completion of Erection of the Under Ground Cable distribution line & Equipments/Materials and before Charging, each item shall be thoroughly cleaned and then inspected jointly by the BESCOM or his duly authorized Representative and the Contractor for correctness and Completeness of Installation and acceptability for Charging leading to initial Pre - Commissioning. The Contractor's Commissioning Engineers, specifically identified as far as possible, shall be responsible for carrying out all the Pre-Commissioning checks. On Completion of inspection, checking and after the Pre-Commissioning Tests are satisfactorily over, the Complete Under Ground Cable distribution line shall be ready for Charging.

During the Pre-Commissioning checks, the Operations shall be under the supervision of the Contractor, but the Schedule of Operations shall be agreed to by the BESCOM and the Contractor. During the Tests, the safety of the Under Ground Cable distribution line Materials etc., is the responsibility of the Contractor. During the pre-Commissioning, Commissioning and Performance Guarantee Tests, the Operations will be under the supervision of the Contractor, if the Tests are being carried out by him. In case the Tests are being carried out by a third Party, the Operations will be under the control of the BESCOM. In both cases, all aspects of the Tests shall be agreed to by the BESCOM and the Contractor The safety of the Equipment shall be the responsibility of the Contractor.

21.2 **Rejection:**

21.2.1 The BESCOM will reject any Material/Equipment supplied by the Contractor if, during Tests, or Service, any of the following conditions arise when the provisions under the relevant Clause of the General Conditions of Contract shall immediately become applicable:

a) Material/Equipment, including its Components, are proved to have been manufactured not in accordance with the agreed Specifications.

b) Material/Equipment fails on any Test indicated in the Technical Specification.

21.2.2 The BESCOM reserves the right to retain the rejected Equipment and take it

PROCUREMENT

into service until the Bidder replaces, at no extra Cost to the BESCOM, the defective Material by a new Material. Alternately the Bidder shall Repair or Replace the Equipment within a reasonable period to the satisfaction of the BESCOM at no extra Cost to the BESCOM. **Till the Equipments are replaced, the Performance guarantee will not be released by the BESCOM.**

21.3 **TAKING OVER:**

When the whole of the Works have been completed and have passed all the Tests on Completion, prescribed in the Contract, to the satisfaction of the Engineer, the Engineer shall issue to the Contractor a Taking Over Certificate, as proof of the Final acceptance of the Aerial Bunched Cable distribution line, such Certificate shall not unreasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects, which do not affect the Commercial Operation and/or cause any serious risk to the Aerial Bunched Cable distribution line. Such Certificate shall not relieve the Contractor of any of his obligations which, otherwise become due, by the Terms and Conditions of the Contract, after issuance of such Certificate. The Contractor shall give an Undertaking to finish with due expedition any outstanding Work during the Warranty Period.

The Contractor shall hand over the following Documents in 8 sets at the time of handing over the Aerial Bunched Cable distribution line details to the Engineer for reference and Records:

a) *Brief details of the LT AB Cable distribution network.*
b) *Set of route profiles all along the AB cable etc.*
c) *Set of all approved drawings of all others materials such as AB Cable & Accessories.*
d) *The Factory Test results and Pre-Commission Test results*
e) *The Drawings/Maintenance Manuals of all Equipments*

22 CERTIFICATE REGARDING ACCEPTANCE OF IMPORTANT CONDITIONS:

22.1 It is brought to the specific Notice of the Bidders that they are not permitted to take any deviations whatsoever to the following Conditions:

a) **Terms of Payment:**
Clause 34.0 of, General Conditions of Contract-GCC, and Clause 13.0 of Special Conditions of Contract-SCC.

b) **Bid Security /EMD:**
Clause 13, Instruction to Tenderers-ITT.

c) **Contract Performance Guarantee.**
Clause 29 Section––II, Instruction to Tenderer-ITT & Clause 32 GCC.

d) **Penalty for delay in completion:**
Clause 14.0 of General Conditions of Contract-GCC and Clause 18.0 of Special Conditions of Contract-SCC.

e) **Liquidated Damages for delay**:
Clause 41.0 of Conditions of Contract and Clause 20.0 of Special Conditions of Contract-SCC.

f) **Price basis and Price adjustment:**
Clause 40.0 of Conditions of Contract, Clause 18 & 20, Section 6, Contract Data, Clause 33 of GCC.

g) **Guarantee:**

PROCUREMENT

Clause 15.0 of General Conditions of Contract-GCC.

h) **Work Schedule:**
Clause 15.0 Special Conditions of Contract-SCC.

i) **Taxes and Duties:** Clause 19.0 of Contract data & Clause 16.0 of GCC.

22.2 Bidders shall be required to furnish a Certificate in prescribed Format of Annexure for acceptance of Important Conditions mentioned in 22.1 above in a separate envelope containing Bid Security.

23 GENERAL INFORMATION:

23.1 The requirements stated in and Schedule/Annexures appended to the Conditions of Contract, Bid Proposal Sheets, Technical Specifications and Exhibits/ Enclosures shall apply to and shall be considered as a part of this Section as if bound together

23.2 The Design and Workmanship shall be in accordance with best Engineering Practices to ensure Satisfactory Performance throughout the service life of the Equipment.

23.3 In case of discrepancy between the Conditions specified in General Conditions of Contract (GCC) and this Section (SCC), the stipulations specified in this Section (SCC) shall prevail.

24 Quantity variation:

As per clause 24.2 of GCC.

PROCUREMENT

III. Erection Conditions of Contract (ECC)

GENERAL:

1.1 The following shall supplement the condition, already contained in the other parts of these Specifications and Document and shall govern the, portion of the Work of this Contract to be performed at Site.

1.2 The Contractor upon signing of the Contract shall, in addition to a Project Coordinator, nominate another responsible Officer as his Representative at Site, suitably Designated for the purpose of overall responsibility and coordination of the Works to be performed at Site. Such Persons shall function from the Site Office of the Contractor during the pendency of Contract.

2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES:

2.1 The Contractor shall comply with all the Rules and Regulations of Local Authorities during the Performance of his field activities. He shall also comply with all labour laws including the Minimum Wages Act, 1948, the Payment of Wages Act and the Rules made there under in respect of any Employee or Workman employed or engaged by him.

2.2 All Registration and Statutory Inspection Fees, if any in respect of his Work pursuant to this Contract, shall be to the account of the Contractor. However any Registration/Statutory Inspection Fees lawfully payable under any Statutory Laws and its Amendments from time to time during Erection in respect of the Equipment, ultimately to be owned by the BESCOM, shall be to the account of the BESCOM. Should any such Inspection or Registration need to be rearranged due to the fault of the Contractor, the additional Fees to such Inspection and/or Registration shall be borne by the Contractor.

3.0 BESCOM's LIEN ON EQUIPMENT:

The BESCOM shall have lien on all Equipment including those of the Contractor brought to the Site for the purpose of Erection, Testing and Commissioning of the Equipment to be supplied(either BESCOM Supplied or Contractor Supplied) and erected under the Contract. The BESCOM shall continue to hold the lien on all such Equipment throughout the period of Contract. No Material bought to the Site shall be removed from the Site by the Contractor and without the prior written approval of the Engineer

4.0 INSPECTION, TESTING & INSPECTION CERTIFICATES:

The provision of the Clause entitled Inspection, Testing and Inspection Certificates under Technical Specification shall also be applicable to the Erection Portion of the Works. The Engineer shall have the right to re-inspect any Equipment though previously inspected and approved by him at the Contractor's Works before and after the same are erected at Site. If by the above inspection, the Engineer rejects any Equipment, the Contractor shall make good for such rejections either by replacement or Modification/ Repairs as may be necessary to the satisfaction of the Engineer. Such replacements will also include the replacements or re-execution of such of those Work of other Contractors and/or Agencies which might have got Damaged or affected by the replacement or Re-Work done to the Contractor's Work.

PROCUREMENT

5.0 ACCESS TO SITE AND WORKS ON SITE:

5.1 Suitable access to and possession of the Site shall be offered to the Contractor by the BESCOM in reasonable time.

5.2 In the execution of the Works, no Persons other than the Contractor or his duly appointed Representative and Workman, shall be allowed to do Work on the Site, except by the special permission, in writing of the Engineer or his Representative.

6.0 CONTRACTOR'S SITE OFFICE ESTABLISHMENT:

The Contractor shall establish a Site Office at the Site and keep posted an authorized Representative for the purpose of the Contract. Any written Order or instruction of the Engineer or his duly authorized Representative shall be communicated to the said authorized Resident Representative of the Contractor and the same shall be deemed to have been communicated to the Contractor at his legal address.

7.0 CO-OPERATION WITH OTHER CONTRACTORS:

7.1 The Contractor shall Co-operate with all other Contractors or tradesmen of the BESCOM, who may be performing other Works, on behalf of the BESCOM and the Workmen who may be employed by the BESCOM and doing Work in the vicinity of the Works under the Contract. The Contractor shall also so arrange to perform his Work as to minimize, to the maximum extent possible, interference-with the Work of other Contractors and their Workmen. Any injury or Damage that may be sustained by the Employees of the other Contractors and the BESCOM, due to the Contractor's Work shall promptly be made good at the Contractor's own expense. The Engineer shall determine the resolution of any difference or conflict that may arise between the Contractor and the Workmen of the BESCOM in regard to their Work. If the Work of the Contractor is delayed because of any set of omission of another Contractor the Contractor shall have no Claim against the BESCOM on that account other than an extension of time for completing his Works.

7.2 The Engineer shall be notified promptly by the Contractor of any defects in the other Contractor's Works that could affect the Contractor's Works. The Engineer shall determine the Corrective Measures, if any, required to rectify this situation after inspection of the Works and such decision by the Engineer shall be binding on the Contractor.

8.0 DISCIPLINE OF WORKMEN:

The Contractor shall adhere to the disciplinary procedure set by the Engineer in respect of his Employees and Workmen at Site. The Engineer shall be at liberty to object to the presence of any Representative or Employee of the Contractor at the Site, if in the opinion of the Engineer such Employee has misconduct himself or is incompetent or negligent or otherwise undesirable and then the Contractor shall remove such a Persons objected to and provide in his place a competent replacement.

9.0 CONTRACTOR'S FIELD OPERATION:

9.1 The Contractor shall keep the Engineer informed, in advance, regarding his

PROCUREMENT

Field Activity Plans and Schedules for carrying out each part of the Works. A review of such Plan or Schedule or method of Work by in Engineer shall not relieve the Contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Engineer or the BESCOM or any of his Representatives and no Claim of the Contractor will be entertained because of the failure or inefficiency of any such Plan or Schedule, or method of Work reviewed. The Contractor shall be solely responsible for the safety adequacy and efficiency of Plant and Equipment and his Erection methods.

9.2 The Contractor shall have the complete responsibility for conditions of the Work Site including the safety of all Persons employed by him or his Sub-Contractor and all the Properties under his custody during the Performance of the Work. This requirement shall apply continuously till the Completion of the Contract and shall not be limited to normal Working Hours. The construction review by the Engineer is not intended to include review of Contractor's safety measures in, on or near the Work-Site and their adequacy or otherwise.

9.3 **MAN POWER REPORT:**

9.3.1 The Contractor shall submit to the Engineer, on the first day of every Month, a Man-Hour Schedule for the Month, detailing the Man-Hours Scheduled for the Month, skill-wise and area-wise.

9.3.2 The Contractor shall also submit to the Engineer, on the first day of every Month, a Man Power report of the previous Month detailing the number of Persons Scheduled to have been employed and actually employed, skill wise and the area of employment of such labour.

10.0 PHOTOGRAPHS AND PROGRESS REPORT:

10.1 The Contractor shall furnish three (3) Prints each to the Engineer or progress Photographs of the Work done at Site. Photographs shall be taken as and when indicated by the Engineer or his Representative. Photographs shall be adequate in size and number to indicate various stages of Erection. Each Photograph shall contain the date, the name of the Contractor and the title of the Photograph.

10.2 The above Photographs shall accompany the Monthly Progress Report detailing out the progress achieved on all Erection activities as compared to the Schedules. The report shall also indicate the reasons for the variance between the Scheduled and actual Progress and the action proposed for corrective measures, wherever necessary.

11.0 PROTECTION OF WORKS:

The Contractor shall have total responsibility for protecting his Works till it is finally taken over by the Engineer. No Claim will be entertained by the BESCOM or by the Engineer for any Damage or loss to the Contractor's Works and the Contractor shall be responsible for complete restoration of the Damaged Works to original conditions to comply with the Specification and Drawings, should any such Damage to the Contractor's Works occur because of any other Party not being under his supervision or control. The Contractor shall make his Claim directly with the Party concerned. If disagreement or

PROCUREMENT

conflict or dispute develops between the Contractor and the other Party or Parties concerned regarding the responsibility for Damages to the Contractor Works, the same shall be resolved as per the provisions of the Clause 7.0 above entitled "Cooperation with other Contractors". The Contractor shall not cause any delay in the repair of such Damaged Works because of any delay in the resolution of such dispute. The Contractor shall proceed to repair the Work immediately and no cause thereof will be assigned pending resolution of such disputes.

12.0 EMPLOYMENT OF LABOUR:

12.1 The Contractor shall employ on the Work, only his regular skilled Employees with experience of his particular Work and in accordance with law.

12.2 All traveling expenses including provisions of all necessary transport to and from Site, lodging allowances and other Payments to the Contractor's Employees shall be the sole responsibility of the Contractor,

12.3 The hours of Work on the Site shall be decided by the BESCOM and the Contractor shall adhere to it. Working hours will normally be eight (8) hours per day - Monday to Saturday.

12.4 The Contractor's Employees shall wear identification badges while on Work at Site.

12.5 In case the BESCOM becomes liable to pay any Wages or Dues to the Labour or to any Government Agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour (Regulation Abolition) Act or any other Law due to act of omission of the Contractor, the BESCOM may make such Payments and shall recover the same from the Contractor's bills.

13.0 FACILITIES TO BE PROVIDED BY THE BESCOM.

13.1 Electricity:
The Contractor shall make his own arrangements for Electrical Power required for Construction purposes as well as for its Staff Labour Colony.

13.2 **Water:**
The Contractor shall make his own arrangement for the Water for Construction / Drinking purposes both at Site and for his Staff / Labour Colony.

13.3 **Site Office:**
The Contractor has to arrange the land for establishment of field Office, Workshop, Stores, assembling yard, etc., required for execution of the contract at his own cost.

14.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR:

14.1 **Tools, Tackles and Scaffoldings:**
The Contractor shall provide all the Construction Equipment, Tools, Tackles and required for Erection, Stringing, Testing and Commissioning of the underground cable Distribution Lines including all Equipments / Materials covered under the Contract. He shall submit a list of all such Materials to the Engineer before the commencement. These Tools and Tackles shall not be removed from the Site without the written permission of the Engineer.

14.2 **Communication:** The Contractor shall arrange to provide Communication facilities himself at Site.

PROCUREMENT

14.3 **First-Aid:**

The Contractor shall provide necessary First-Aid facilities for all his Employees, Representatives and Workmen working at the Site. Enough number of Contractor's Personnel shall be trained in administering First Aid.

14.4 **Cleanliness:**

The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc., during the period of Contract. The Contractor shall employ enough number of special Personnel to thoroughly clean his Work Area at least once in a day. All such rubbish and scrap Material shall be stocked or disposed in a place to be identified by the Engineer. Materials and Stores shall be so arranged to permit easy cleaning of the area. In areas where Equipment might drip oil and cause Damage to the floor surface, a Suitable protective cover of a flame resistant, Oil Proof sheet shall be provided to protect the floor from such Damage.

Similarly the Labour Colony, the Offices and the Residential areas of the Contractor's Employees and Workmen shall be kept clean and neat to the entire satisfaction of the Engineer. Proper Sanitary arrangements shall be provided by the Contractor, in the Work-areas, Office and Residential areas of the Contractor.

14.5 **Obligations of the Contractor:**

a. The Contractor shall, in accordance with the Contract, with due care and diligence, carry out the Works as per the scope of work defined in the Technical Specifications and within the specified Time for Completion. The Contractor shall also provide all necessary Contractor's equipment, superintendence, labour and all necessary facilities thereof.

b. The Contractor shall be deemed to have carefully examined the Bidding Documents, the Site and the existing installations, as applicable, and to have satisfied himself to the nature and character of the Work to be executed, the prevailing meteorological conditions as well as the local uses and conditions and any other relevant matters and details. Any information received from the BESCOM shall not in any way relieve the Contractor from his responsibility for supplying the Goods and executing his work in terms of the Contract, including all details and incidental work and supply of accessories or apparatus which may not have been specifically mentioned in the Contract but are necessary for ensuring the complete installation and a safe and efficient operation of the associated transmission systems.

c. The Contractor shall comply with all laws in force in the BESCOM's country where goods are to be supplied and the Installation Services are to be carried out. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the BESCOM from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel.

15.0 LINES AND GRADES:

All the Works shall be performed to the Lines, Grades and Elevations indicated

PROCUREMENT

on the Drawings. The Contractor shall be responsible to locate and layout the Works. Basic Horizontal and Vertical Control Points will be established and marked by the Engineer at Site at suitable points. These points shall be used as Datum for the Works under the Contract. The Contractor shall inform the Engineer well in advance of the times and places at which he wishes to do Work in the area allotted to him so that suitable Datum Points may be established and checked by the Engineer to enable the Contractor to proceed with his Works. Any Work done without being properly located may be removed and/or dismantled by the Engineer at Contractor's expense.

16.0 FIRE PROTECTION:

16.1 The Work procedures that are to be used during the Erection shall be those, which minimize fire hazards to the extent practicable. Combustible Materials, Combustible Waste and rubbish shall be collected and removed from the Site at least once each day. Fuels, Oils and Volatile or inflammable Materials shall be stored away from the Construction and Equipment and Materials Storage areas in safe Containers. Un-treated Materials shall not at all be used at Site for any other purpose unless otherwise specified. If any such Materials are received with the Equipment at the Site, the same shall be removed and replaced with acceptable Materials before moving into the construction or Storage area.

16.2 Similarly Corrugated Paper Fabricated Cartons etc., will not be permitted in the Construction area either for Storage or for handling of Materials. All such Materials used shall be of waterproof and Flame Resistant type. All the other Materials such as Working Drawings, Plans etc. which are Combustible but are essential for the Works to be executed shall be protected against combustion resulting from Welding Sparks, Cutting Flames and other similar fire sources.

16.3 All the Contractor's Supervisory Personnel and sufficient number of Workers shall be trained for Fire Fighting and shall be assigned specific Fire Protection Duties. Enough of such trained Personnel must be available at the Site during the entire period of the Contract.

16.4 The Contractor shall provide enough Fire Protection Equipment of the types and number for the warehouses, Office, temporary structures, Labour Colony area etc. Access to such Fire Protection Equipment shall be easy and kept open at all times.

17.0 SECURITY:

The Contractor shall have total responsibility for all Equipment and Materials supplied by BESCOM in his Custody/Stores - Loose, Semi assembled and/or Erected by him at Site. The Contractor shall make Suitable Security arrangements including employment of Security Personnel to ensure the protection of all Materials, Equipment and Works from theft, fire, pilferage and any other Damages and loss. All Materials of the Contractor shall enter and leave the Project Site only with the written permission of the Engineer in the prescribed manner.

18.0 CONTRACTOR'S AREA LIMITS:

The Engineer will mark-out the boundary limits of access roads, Parking spaces, Storage and Construction areas for the Contractor and the Contractor shall not trespass the area not so marked out for him. The Contractor shall be

PROCUREMENT

responsible to ensure that none of his Personnel move out of the areas marked out for his Operations. In case of such a need for the Contractor's Personnel to Work out of the areas marked out for him, the same shall be done only with the written permission of the Engineer.

19.0 CONTRACTORS CO-OPERATION WITH THE BESCOM:

In case where the Performance of the Erection Work by the Contractor affects the Operation of the System facilities of the BESCOM, such Erection Work of the Contractor shall be Scheduled to be performed only in the manner stipulated by the Engineer and the same shall be acceptable at all times to the Contractor. The Engineer may impose such restrictions on the facilities provided to the Contractor such as Electricity, Water, etc., as he may think fit in the interest of the BESCOM and the Contractor shall strictly adhere to such restrictions and co-operate with the Engineer. It will be the responsibility of the Contractor to provide all necessary temporary Instrumentation and other Measuring Devices required during Start-up and Operation of the Equipment systems, which are erected by him.

20.0 PRE-COMMISSIONING TRIALS AND INITIAL OPERATIONS:

The Pre-Commissioning Trials and Initial Operations of the Equipment erected by the Contractor shall be the responsibility of the Contractor as detailed in relevant Clauses in Technical Specification. The Contractor shall provide, in addition, Test Instruments, Calibrating Devices etc., and Labour required for successful Performance of these Trials. If it is anticipated that the above Test may prolong for a long time, the Contractor's Workmen required for the above Test shall always be present at Site during such Trials.

21.0 MATERIALS HANDLING AND STORAGE:

21.1 All the Equipment furnished under the Contract and arriving at Site shall be promptly received, unloaded, transported and stored in the Storage spaces by the Contractor.

21.2 Contractor shall be responsible for examining all the shipment and notify the Engineer immediately of any Damage, shortage, discrepancy etc., for the purpose of Engineer's information only. The Contractor shall submit to the Engineer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or Damage in transit, handling and/or in Storage and Erection of the Equipment at Site. Any demurrage, wharf age and other such charges Claimed by the Transporters, Railways etc., shall be to the account of the Contractor.

21.3 The Contractor shall maintain an accurate and exhaustive record detailing out the list of all Equipment received by him for the purpose of Erection and keep such record open for the inspection of the Engineer-charge.

21.4 All Equipment/materials stored shall be properly protected to prevent damage either to the Equipment or to the floor where they are stored.

21.5 The Contractor shall ensure- that all the packing Materials and Protection Device used for the various Equipment/Material transit and Storage are removed before the Equipment are installed.

21.6 The Consumables and other Supplies likely to deteriorate due to Storage must be thoroughly protected and stored in a Suitable manner to prevent Damage or

PROCUREMENT

deterioration in Quality by Storage.

21.7 All the Materials stored in the open or dusty location must be covered with Suitable Weatherproof and Flame proof covering Materials wherever applicable.

21.8 If the Materials belonging to the Contractor are stored in areas other than those earmarked for him, the Engineer will have the right to get it moved to the area earmarked for the Contractor at the Contractor's Cost.

21.9 The Contractor shall be responsible for making Suitable indoor Storage facilities to store all Equipment which require indoor Storage, normally, all the Electrical Equipment such as Cable accessories, RMU & RTUs, etc,, shall be stored in the closed Storage space. The Engineer, in addition, may direct the Contractor to move certain other Materials, which in his opinion will require indoor Storage, to Storage areas, which the Contractor shall strictly comply with.

22.0 CONSTRUCTION MANAGEMENT:

22.1 The Field activities of the Contractors Working at Site will be coordinated by the Engineer and the Engineer's decision shall be final in resolving any disputes or conflicts between the Contractor and other Contractors and Tradesmen of the BESCOM regarding scheduling and coordination of Work. Such decision by the Engineer shall not be a cause for extra compensation or extension of time for the Contractor.

22.2 The Engineer shall hold Weekly Meetings of all the Contractors working at Site, at a time and place to be designated by the Engineer. The Contractor shall attend such Meetings and take notes of discussions during the Meeting and the decision in performing his Works. In addition to the above Weekly Meeting, the Engineer may call for other Meeting, either with individual Contractors or with selected number of Contractors and in such a case the Contractor if called, will also attend such Meeting.

22.3 Time is the essence of the Contract and the Contractor shall be responsible for Performance of his Works in accordance with the specified Construction Schedule. If at any time, the Contractor is falling behind the Schedule, he shall take necessary action to make good for such delays by increasing his Work Force or by Working overtime or otherwise accelerate the progress of the Work to comply with the Schedule and shall communicate such actions in writing to the Engineer, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.

22.4 The Engineer shall, however, not be responsible for provision of additional Labour and/or Materials or Supply or any other Services to the Contractor except for the Co-ordination Work between various Contractors as set out earlier.

23.0 FIELD OFFICE RECORDS:

The Contractor shall maintain, at his Site Office, up to date copies of all Drawings, Specifications and other Contract Documents and any other supplementary Data complete with all the latest revisions thereto. The Contractor shall also maintain, in addition, the continuous record of all changes to the above Contract Documents, Drawing, Specifications, supplementary Data, etc., effected at the field and on completion of his total assignment under the Contract shall incorporate all such changes on the Drawings and other Engineering Data to indicate as installed conditions of the

PROCUREMENT

Equipment furnished and erected under the Contract, such Drawings and Engineering Data shall be submitted to the Engineer in required number of copies.

24.0 CONTRACTORS MATERIALS BROUGHT ON TO SITE:

24.1 The Contractor shall bring to Site all Equipment, Components, Parts, Materials, including. Construction Equipment, Tools and Tackles for the purpose of the Works under intimation to the Engineer. All such Goods shall, from the time of their being brought, vest with the BESCOM, but may be used for the purpose of the Works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and Damage, thereto.

24.2 The BESCOM shall have a lien on such Goods for any Sum or Sums which may, at any time, be due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving fifteen (15) days Notice in writing of his intention to do so, the BESCOM shall be at liberty to sell and dispose off any such Goods, in such manner as he shall think fit including Public Auction or Private Treaty and to apply the proceeds in or towards the satisfaction of such Sum or Sum due as aforesaid.

24.3 After the Completion of the Works, the Contractor shall remove from the Site under the direction of the Engineer the Materials Such as construction Equipment, Erection Tools and Tackles, with the written permission of the Engineer. If the Contractor fails to remove such Materials, within fifteen (15) days of issue of the Notice by the Engineer to do so, then the Engineer shall have the liberty to dispose of such Materials as detailed under Clause 25.2 below and credit the proceeds there to the account of the Contractor.

25.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY:

25.1 The Contractor shall be responsible for any Damage resulting from his Operations. He shall also be responsible for protection of all Persons including Members of Public and Employees of the BESCOM and the Employees of other Contractors and Sub-Contractors and all Public and Private Property including Structures, Building, other Plants and Equipments and utilities either above or below the ground.

25.2 The Contractor will ensure provision of necessary safety Equipment such as Barriers, Signboards, Warning Lights and Alarms, etc., to provide adequate protection to Persons and Property. The Contractor shall be responsible to give reasonable Notice to the Engineer and the BESCOM of Public/Private Property and Utilities when such Property and Utilities are likely to get damaged or injured during the Performance of his Works and shall make all necessary arrangements with such BESCOMs related to removal and or replacement or protection of such Property and Utilities.

26.0 PAINTING: All exposed Metal parts of the Equipment including Piping, Structures, Railing etc., wherever applicable, after Installation, unless otherwise surface protected, shall be first painted with at least one coat of suitable Primer which matches the Shop Primer Paint used, after thoroughly cleaning all such parts of all dirt, rust, scales, grease, oil and other foreign

PROCUREMENT

Materials by wire brushing, scrapping or Sand Blasting and the same being inspected and approved by the Engineer for painting. Afterwards, the above Parts shall be painted with two coats of allowed Resin Machinery Enamel paints. The Quality of the finish Paint shall be as per the Standards of ISI or equivalent and shall be of the Colour as approved by the Engineer.

27.0 INSURANCE:

27.1 In addition to the Condition covered under the Clause entitled "Insurance" in General Terms and Conditions, the following provisions will also apply to the Portion of Works to be done beyond the Contractor's Volume Own manufacturing Works.

27.2 **Workmen's Compensation Insurance:**

This Insurance shall protect the Contractor against all Claims applicable under the Workmen's Compensation Act, 1948. This Policy shall also cover the Contractor against Claims for injury, disability, disease or death of his Employee, which for any reason are not covered under the Workmen's compensation Act, 1948. The liabilities shall not be less than:

Workmen's compensation	-	As per statutory provisions
Employee's liability	-	As per statutory provisions

27.3 **Comprehensive General Liability Insurance:**

The Insurance shall protect the Contactor against all Claims arising from injuries, disabilities, disease or death of members of Public or Damage to Property of others, due to any act or omission on the part of the Contractor, his Agents, his Employees, his Representatives or from riots, strikes and Civil commotion. This Insurance shall also cover all the liabilities of the Contractor arising out of the Clause entitled 'Defense of Suits' under, General Terms and Conditions of Contract-GCC,

The hazards to be covered will pertain to all the Works hazards where the Contractor, his Agents and his Employees have to perform Work pursuant to the Contract.

27.4 The above are only illustrative list of Insurance Covers normally required and it will be the responsibility of the Contractors to maintain all necessary Insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract and statutory requirements applicable in India.

28.0 UNFAVORABLE WORKING CONDITIONS:

The Contractor shall confine his entire field Operations to those, which can be performed without subjecting the Equipment and Materials to adverse effects, during inclement Weather conditions, like Monsoon, Storms, etc and during other unfavorable Construction conditions. No Field activities shall be performed by the Contractor under conditions that might adversely affect the Quality and efficiency thereof, unless special precautions or Measures are taken by the Contractor in a proper and satisfactory manner in the Performance of such Works and with the concurrence of the Engineer. Such unfavorable Construction conditions will, in no way, relieve the Contractor of his responsibility to perform the Works as per the Schedule.

PROCUREMENT

29.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS:

The Contractor shall ensure that any finds such as Relic, Antiquity, Coins, Fossils, etc.., which he may come across during the course of Performance of his Works, either during excavation or elsewhere, are properly protected and handed over to the Engineer. Similarly the Contractor shall ensure that the Benchmarks, Reference points, etc.., which are marked either with the help of Engineer or by the Engineer shall not be disturbed in way during the Performance of his Works. If any Work is to be performed, which disturb such reference, the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer. The Contractor shall provide all necessary Materials and assistance for such relocation of Reference points etc..,

30.0 WORK & SAFETY REGULATIONS:

30.1 The Contractor shall ensure proper safety of all the Workmen, Materials, Plant and Equipments belonging to him or to BESCOM or to others working at the Site. The Contractor shall also be responsible for provision of all safety Notices and safety Equipment required both by the relevant Legislation and the Engineer, as he may deem necessary.

30.2 The Contractor will notify well in advance to the Engineer of his intention to bring to the Site any Container filled with Liquid or Gaseous Fuel or Explosive or Petroleum substance or such Chemicals, which may involve hazards. The Engineer shall have the right to prescribe the conditions, under which such Container to be stored, handled and used during the Performance of the Works and the Contractor shall strictly adhere to and comply with such instructions. The Engineer shall have the right, at his sole discretion, to inspect any such Container or such Construction Plant/Equipment for which Material in the Container is required to be used and if in his opinion, its use is not safe, he may forbid its use. No Claim due to such prohibition shall be entertained by the BESCOM and the BESCOM shall not entertain any Claim of the Contractor towards additional safety provisions/conditions to be provided for/constructed as per the Engineer's instructions. Further, any such decision of the Engineer shall not, in any way, absolve the Contactor of his responsibilities and in case, use of such a Container or entry thereof into the Site area is forbidden by the Engineer, the Contractor shall use alternative methods with the approval of the Engineer without any cost implication to or extension of Work Schedule.

30.3 Where it is necessary to provide and/or store Petroleum products or Petroleum Mixtures and Explosives, the Contractor shall be responsible for carrying out such provision and/or Storage in accordance with the Rules and Regulations laid down in Petroleum Act 1934, Explosives Act, 1948, and Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives of India. All such Storage shall have prior approval of the Engineer. In case, any approvals are necessary from the Chief Inspector (Explosives) or any Statutory Authorities, the Contactor shall be responsible for obtaining the same.

30.4 All Equipment used in Construction and Erection by Contractor shall meet Indian/ International Standards and where such Standards do not exist, the Contractor shall ensure these to be absolutely safe. All Equipments shall be strictly Operated and Maintained by the Contractor in accordance with

PROCUREMENT

Manufacturer's Operation Manual and Safety instructions and as per Guidelines/ Rules of BESCOM in this regard.

30.5 Periodical Examinations and all Tests for all Lifting/ Hoisting Equipment and Tackles shall be carried out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and Associated Laws/Rules in force from time to time. A register of such examinations and Tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Engineer or by the Persons authorized by him.

30.6 The Contractor shall provide Suitable safety Equipment of prescribed Standard to all Employees and Workmen according to the need, as may be directed by the Engineer who will also have right to examine these safety Equipment to determine their suitability, reliability, acceptability and adaptability.

30.7 Where Explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent Person, strictly in accordance with the Code of Practices/Rules framed under Indian Explosives Act pertaining to handling, Storage and use of Explosive.

30.8 The Contractor shall provide safe Working conditions to all Workmen and Employees at the Site including safe means of Access, Railings, Stairs, Ladders, and Scaffoldings etc. The Scaffoldings shall be erected under the control and supervision of experienced and competent Persons. For Erection, good and Standard Quality of Material only shall be used by the Contractor.

30.9 No Electric Cable in use by the Contractor/BESCOM will be disturbed without prior permission. No weight of any description will be imposed on any Cable and no Ladder or similar Equipment will rest against or attached to it.

30.10 No repair Work shall be carried out on any Live Equipment. The Equipment must be declared 'Safe' by the Engineer and a 'Permit to Work' shall be issued by the Engineer before any repair Work is carried out by the Contractor. While working on Electric Lines/Equipments whether Live or dead, suitable type and sufficient Quantity of Tools will have to be provided by Contractor to Electricians/Workmen /Officers.

30.11 The Contractor shall Employee necessary number of qualified, full time Electricians/Electrical Supervisors to maintain his temporary Electrical Installations.

30.12 The Contractor employing more than 50 Workmen whether temporary, Casual, Probationer, Regular or Permanent or on Contract, shall employ at least one full time Officer exclusively as Safety Officer to supervise safety aspects of the Equipment and Workmen, who will coordinate with the Project Safety Officer. The name and address of such Safety Officer of Contractor will be promptly informed in writing to Engineer with a copy to Safety Officer In charge before he starts Work or immediately after any change of the incumbent is made during currency of the Contract.

30.13 In case any accident occurs during the Construction/ Erection or other associated activities undertaken by the Contractor, thereby causing any minor or major or fatal injury to his Employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in prescribed form and also to all the Authorities envisaged under the applicable Laws. The Engineer shall have the right, at his sole discretion, to stop the Work, if in his opinion the Work is being carried out in such a way that it may cause accidents and endanger the Safety of the Persons and/or Property,

PROCUREMENT

and/or Equipments. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove the Short-comings promptly. The Contractor after stopping the specific Work can, if felt necessary, appeal against the Order of stoppage of Work to the Engineer within 3 days of such stoppage of Work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.

30.14 The Contractor shall not be entitled for any Damages/ compensation for stoppage of Work due to safety reasons as provided in Para-30.13 above and the period of such stoppage of Work will not be taken as an extension of time for Completion of Work and will not be the ground for waiver of Levy of Liquidated Damages.

30.15 It is Mandatory for the Contractor to observe during the execution of the Works, requirements of Safety Rules which would generally include but not limited to following:

a) Each Employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his Work in a safe manner.

b) No Employee shall be given a new assignment of Work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow Employees.

c) Under no circumstances shall an Employee hurry or take unnecessary chance when working under hazardous conditions.

d) Employees must not leave naked fires unattended. Smoking shall not be permitted around Fire prone areas and adequate Fire Fighting Equipment shall be provided at crucial locations.

e) Employees under the influence of any intoxicating beverage, even to the slightest degree, shall not be permitted to remain at Work.

f) There shall be a suitable arrangement at every Work Site for rendering prompt and sufficient First Aid to the injured.

g) The Staircases and Passageways shall be adequately lighted.

h) The Employees when working around moving Machinery must not be permitted to wear loose garments. Safety shoes are recommended when working in shops or places where Materials or Tools are likely to fall. Only experienced Workers shall be permitted to go behind guardrails or to clean around energized or moving Equipment.

i) The Employees must use the Standard Protection Equipment intended for each job. Each piece of Equipment shall be inspected before and after it is used.

j) Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.

k) In cases of rock excavation, blasting shall invariably be done through licensed blasters and other precautions during blasting and Storage/transport of charge Materials shall be observed strictly.

30.16 The Contractor shall follow and comply with all BESCOM Safety Rules, relevant provisions of applicable Laws pertaining to the Safety of Workmen, Employees, Plant and Equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any discrepancy between

PROCUREMENT

Statutory requirement and BESCOM Safety Rules referred above, the later shall be binding on the Contractor unless the Statutory provisions are more stringent.

30.17 If the Contractor fails in providing Safe Working environment as per BESCOM Safety Rules or continues the Work even after being instructed to stop Work by the Engineer as provided in Para 30.13 above, the Contractor shall promptly pay to BESCOM, on demand by the BESCOM, compensation at the rate of Ps. 5,000/- per day or part thereof till the instructions are complied with and so certified by the Engineer. However, in case of accident taking place, causing injury, to any individual, the provisions contained in Para 30.18 shall also apply in addition to compensation mentioned in this Para.

30.18 If the Contractor does not take all safety precautions and/or fails to comply with the Safety Rules as prescribed by BESCOM or under the applicable Law for the safety of the Equipment and Plant and for the safety of Personnel and the Contractor does not prevent hazardous conditions which cause injury to BESCOM Employees or any other Persons who are at Site or adjacent thereto, the Contractor shall be responsible for Payment of compensation to BESCOM as per the current Government Orders/Norms.

Contractor shall be solely responsible for all accidents to persons employed by him or any other persons which may arise in the execution of the works.

Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act. The Compensation mentioned above shall be in addition to the compensation payable to the Workmen/ Employees under the relevant provisions of the Workmen's Compensation Act and Rules framed there under or any other applicable Laws as applicable from time to time. In case the BESCOM is made to pay such compensation then the Contractor is liable to reimburse the BESCOM such amount in addition to the compensation indicated above.

31.0 CODE REQUIREMENTS:

The Erection requirements and Procedures to be followed during the Installation of the Equipment shall be in accordance with the relevant Codes and accepted good Engineering Practice, the Engineer's Drawings and other applicable Indian recognized Codes and Laws and Regulations of the Government of India.

32.0 Labour and Environment Protection law:

Copy of Labour and Environment Protection law is enclosed in PDF format.

33.0 "Fraud and Corruption:

It is the BESCOM's policy to require that bidders observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, BESCOM:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

PROCUREMENT

(ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

(iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice"

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede BESCOM's investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of BESCOM's inspection and audit rights

(b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question

(c) will sanction a bidder, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a BESCOM contract if it at any time determines that the bidder has, directly or through an agent, engaged

PROCUREMENT

IV. GENERAL TERMS & CONDITIONS OF CONTRACT (GCC)

A. Definition of Terms:

1.1 '**The Contract**' means the **Agreement** entered into between BESCOM and Contractor as per the Contract Agreement signed by the Parties including all attachments and appendices there to and all Documents incorporated by reference therein.

1.2 'BESCOM' shall mean the **Bangalore Electricity Supply Company, Limited (BESCOM)** and shall include their Legal Representatives, Successors and Assigns.

1.3 '**Contractor**' shall mean the **Bidder** whose Bid will be accepted by the **BESCOM** for the Award of the Works.

1.3.1 **'Bidder'** shall mean an individual bidder participating in the tender, who may be a registered sole proprietorship firm, a partnership firm or a company registered under companies act.

1.4 **'Engineer'** shall mean the Officer appointed in writing by the **BESCOM** to act as Engineer from time to time for the purposes of the Contract.

1.5 '**Consulting Engineer**' shall mean any Firm or Persons duly appointed as such from time to time by the **BESCOM**.

1.6 The terms **'Equipments' 'Stores' and 'Materials'** shall mean and include Equipment, Stores and Materials to be provided by the Contractor under the Contract.

1.7 **Works**' shall mean and include supplying of Equipment/Material in the Scope of the Contractor and extending all Services, as per the Specifications and Complete Erection, Testing and Putting into Satisfactory Operation including all Transportation, Handling, Unloading and Storage at the Site as defined in the Contract.

1.8 '**Specifications**' shall mean the Specifications and Bidding Document forming a Part of the Contract and such other Schedules and Drawings as may be mutually agreed upon.

1.9 '**Site**' shall mean and include the Land and other places on, into or through which the Works and the related facilities are to be Erected or Installed and any adjacent Land, Paths, Street or Reservoir which may be allocated or used by the BESCOM or Contractor in the Performance of the Contract.

1.10 The term '**Contract Price**' shall mean **the total price arrived based percentage** quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the letter of award, for the entire scope of the works.

PROCUREMENT

1.11 The term '**Equipment/ Material Portion**' of the Contract Price shall mean the Total Value of the Equipments including Freight & Insurance with all types of applicable Taxes such as CGST, SGST, IGST, UTGST, Duties and CESS if any etc. The Term '**Erection Portion**' of the Contract Price shall mean the Value of Field Activities of the Works including Erection, Testing and Putting into Satisfactory Operation including Successful Completion of Performance and Guarantee Tests to be performed at Site by the Contractor including Cost of Insurances.

1.12 '**Manufacturer's Works**' or '**Contractor's Works**', shall mean the place of Work used by the Contractor for the Performance of the Contract.

1.13 **'Inspector'** shall mean the BESCOM or any Persons nominated by the BESCOM from time to time, to inspect the Equipment, Stores or Works under the Contract and/or the duly Authorized Representative of the BESCOM.

1.14 **'Notice of Award of Contract'/'Letter of Award /Letter of Intent'** shall mean the Official Notice issued by the BESCOM notifying the Contractor that his Bid has been accepted.

1.15 '**Date of Contract**' shall mean the date on which Notice of Award of Contract/ Letter of Award has been issued.

1.16 **'Month'** shall mean the Calendar Month. **'Day'** or **'Days'** unless herein otherwise expressly defined shall mean Calendar Day or Days of 24 Hours each. '**A Week'** shall mean continuous period of Seven (7) Days.

1.17 **Writing**' shall include any Manuscript, Type Written, Computer Generated or Printed Statement, under or over Signature and/or Seal, as the case may be.

1.18 When the words '**Approved', Subject to Approval', Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', Where Directed', 'When Directed', 'Determined by, 'Accepted', 'Permitted'**, or Words and Phrases of like importance are used, the Approval, Judgment, Direction etc.., is understood to be a function of the **BESCOM/Engineer.**

1.19 '**Test on Completion**' shall mean such Tests as prescribed in the Contract to be performed by the Contractor before the Work is taken over by the BESCOM.

1.20 **'Initial Operation'** shall mean the first Integral Operation of the Complete Equipment covered under the Contract in Service or available for Service.

1.21 **'Performance and Guarantee Test** 'shall mean all Operational checks and Tests required to determine and demonstrate Capacity, Efficiency, and Operating Characteristics as specified in the Contract Documents.

1.22 The term **'Final Acceptance/Taking Over'** shall mean the **BESCOM's** written acceptance of the Works performed under the Contract, after successful Commissioning/ Completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specification or other-wise agreed in the Contract.

PROCUREMENT

1.23 **'Guarantee Period'/'Maintenance Period'** shall mean the period during which the Contractor shall remain liable for Repair or Replacement of any defective Part of the Works performed under the Contract.

1.24 **'Latent Defects'** shall mean such defects caused by faulty Design, Material or Workmanship which cannot be detected during Inspection, Testing etc. based on the Technology available for carrying out such Tests.

1.25 **'Drawing', 'Plans'** shall mean all:

a) Drawings furnished by the BESCOM/ Consultant as a basis for Bid/ Proposals.
b) Supplementary Drawings furnished by the BESCOM/ Consultant to clarify and to define in greater detail the intent of the Contract.
c) Drawings submitted by the Contractor with his Bid, provided such Drawings are acceptable to the BESCOM/Consultant.
d) Drawings furnished by the BESCOM/Consultant to the Contractor during the progress of the Work; and
e) Engineering Data and Drawings submitted by the Contractor during the progress of the Work provided such Drawings are acceptable to the BESCOM/ Consultant.

1.26 **'Codes'** shall mean the following, but not limited to, including the latest Amendments, and/or Replacements if any:

a. Indian Electricity Act, 2003 for further codes and Rules and Regulations made there under.
b. Indian Factory Act, 1948, and Rules and Regulations made thereunder.
c. Indian Explosive Act, 1884, and Rules and Regulations made thereunder.
d. Indian Petroleum Act, 1934, and Rules and Regulations made there under.
e. A.S.M.E. Test Codes.
f. A.I.E.E. Test Codes.
g. American Society of Materials Testing Codes.
h. Standards of the Indian Standards Institution.
i. Other Internationally approved Standards and/or Rules and Regulations touching the subject Matter of the Contract.

1.27 Words imparting the **Singular only** shall also include the **Plural** and vice-versa where the Context so requires.

1.28 Words imparting **'Persons'** shall include Firms, Companies, Corporation and Associations or Bodies of individuals, whether incorporated or not.

1.29 **"Bidding Documents"**: Means Information & Instructions, General Conditions of Contract, Special Conditions of Contract, Contract data, Technical Specifications, Drawings and other Annexures included in the documents.

1.30 **"Tests on Completion":** Means the Tests that are prescribed in the Bidding Documents to be made before Materials are accepted by the BESCOM.

1.31 **"Destination"**: Means the Location where the Goods are specified to be delivered and where they will be accepted by the BESCOM

PROCUREMENT

1.32 **Engineer":** Engineer means Chief General Manager (Electy), Procurement, Corporate Office, Corporate office, BESCOM/SE (Ele), C,O&M Circles/EE (Ele), C,O&M Division/AEE (Ele), C,O&M sub division/AE/JE, O&M section & PMU officials, BESCOM

1.33 **BESCOM's Representative"**: Mean,

Chief General Manager (Electy) Procurement / O &M Divisional Engineers

or

Any other Engineer who has been assigned with the Job

1.34 "**Commissioning:** mean charging the Electrical equipment's at Rated Voltage after Completion of Erection, Testing and Completion of Pre-Commissioning checks.

1.35 The Term 'Services' means Services Ancillary to the Supply of Goods such as Port Clearance, Transportation and Insurance and any other Incidental Services, such as Civil, Structural and Architectural Works, Erection, Testing and Commissioning and other such obligation of the Contractor covered under the Contract.

1.36 In addition to the above, the following definitions shall also apply:

a) '**All Equipment and Materials**' to be supplied shall also mean '**Goods**'.

b) **'Executed'** shall also mean **Completed & commissioned.**

c) **'Contract Performance Guarantee'** shall also mean **'Performance Guarantee'.**

1.37 Terms and Expressions not herein defined shall have the same meanings as are assigned to them in the Sale of Goods Act (1930), Indian Contract Act (1872) and General Clauses Act (1897) including Amendments thereof if any.

a. HT- means High Tension/11kV.
b. HT CC – HT Covered Conductor
c. Successful bidder/awarded agency/Contractor–means the bidder who has been selected by BESCOM, pursuant to the bidding process for award of contract.
d. QS&S – Quality Standards & Safety
e. YEAR – means the Consecutive 12 months.
f. Successful operation: means the materials installed shall be in service & performing satisfactorily.

2.0 **Application:** These General Conditions shall apply to the extent that they are not superseded by Provisions in other Parts of the Contract.

3.0 **Standards:**

The Goods supplied under this Contract shall conform to the Standards mentioned in the Technical Specification, and, when no applicable Standard is mentioned, to the authoritative Standard appropriate to the Goods and such Standards shall be the latest issued by the concerned Institution.

4.0 **Language and Measures:**

All Documents pertaining to the Contract including Specification, Schedules, Notices, Correspondence, Operating and Maintenance Instructions, Drawings or any other Writing shall be written in English language. The Metric System of measurement shall be used exclusively in the Contract.

PROCUREMENT

5.0 **Contract Documents:**

5.1 The term Contract Documents shall mean and include the following which shall be deemed to form an integral part of the Contract:

a) Invitation for Tender including letter forwarding the Bidding Documents, Instructions to Tenderers, General Terms and Conditions of Contract, Special Conditions of Contract, and all other Documents included under

b) Specifications of the Equipment/Material to be furnished and erected under the Contract as brought out in the accompanying Technical Specifications and Data Requirement Sheets.

c) Contractor's Bid Proposal and the Documents attached thereto including the Letters of Clarifications thereto between the Contractor and the BESCOM prior to the Award of Contract except to the extent of repugnancy.

d) All the Materials, Literature, Data and Information of any sort given by the Contractor along with his Bid, subject to the approval of the BESCOM.

e) Letter of Award and any agreed variations of the Conditions of the Documents and Special Terms and Conditions of Contract, if any.

5.2 In the event of any conflict between the above mentioned Documents, the matter shall be referred to the Engineer whose decision shall be considered as final and binding upon the Parties.

5.3 All the relevant Information/ Material furnished by the Contractor such as Specifications of Material/ Equipment, Design, Literature, Drawings or any other Data during the course of Contract will become the Property of the BESCOM and BESCOM will have full rights to use the same elsewhere.

6.0 **Use of Contract Documents and Information:**

6.1 The Contractor shall not, without the BESCOM's prior written consent, disclose the Contract, or any provision thereof, or any Specification, Plan, Drawing, Pattern, Sample or Information furnished by or on behalf of the BESCOM in connection therewith, to any Persons other than a Person employed by the Contractor in the Performance of the Contract. Disclosure to any such employed Persons shall be made in confidence and shall extend only so far, as may be necessary for purposes of such Performance.

6.2 The Contractor shall not, without the BESCOM's prior written consent, make use of any Document or information enumerated in various Contract Documents except for purpose of performing the Contract.

6.3 The Contractor shall not communicate or use in Advertising, Publicity, Sales Releases or in any other Medium, Photographs or other reproduction of the Works under this Contract, or descriptions of the Site, Dimensions, Quantity, Quality or other information, concerning the Works unless prior written permission has been obtained from the BESCOM.

6.4 Any Document, other than the Contract itself, enumerated in various Contract Documents, shall remain the property of the BESCOM and shall be returned (in all copies) to the BESCOM on Completion of the Contractor's Performance under the Contract, if so required by the BESCOM.,

7.0 Construction of the Contract:

7.1 Notwithstanding anything stated elsewhere in the Bid Documents, the **Single Works Contract** covering both Supply & Erection portion of the Contract will be issued to the successful Bidder.

PROCUREMENT

8.0 **Law Governing of Contract:**

8.1 The Contract, shall in all respects be constructed and governed according to Indian Laws

8.2 The **Courts of Bangalore** shall have exclusive jurisdiction in all matters arising under this Contract.

9.0 **Manner of Execution of Contract:**

9.1 The Contract, unless otherwise agreed to, shall be signed within 15 days of the notification of the Letter Award, at the Office of the BESCOM at Bangalore, on a date and time to be mutually agreed to. The Contractor shall provide for signing of the Contract, Performance Guarantee in Four Copies, appropriate Power of Attorney and other requisite Materials. In case the Contract is to be signed beyond the stipulated time, the Bid Security submitted with the proposal shall be extended accordingly.

9.2 The Agreement shall be signed in Duplicate and the Contractor shall be provided with one signed copy and the BESCOM will retain the Original.

9.3 The Contractor shall provide free of Cost to the BESCOM, the Engineering Data, Drawings and Descriptive Materials submitted with the Bid, in at least 2 copies to form a part of the Contract immediately after issue of Letter of Award.

9.4 Subsequent to signing of the Contract, the Contractor at his own Cost shall provide the BESCOM with at least Fifteen (15) true Bounded Copies of Contract documents within thirty (30) days after the signing of the Contract.

10.0 **Enforcement of terms:**

10.1 The failure of either Party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be constructed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either Party of any of its rights herein shall not preclude or prejudice either Party from exercising the same or any other right it may have under the Contract.

11.0 **Completion of Contract:**

11.1 Unless otherwise terminated under the provisions of any other relevant Clause, this Contract shall be deemed to have been completed on the expiry of the Guarantee Period as provided for under the Clause 15.0 entitled 'Guarantee' in of GCC.

B. GUARANTEES & LIABILITIES

12.0 **Time - the essence of Contract:**

12.1 The Time and the Date of Completion of the Contract as stipulated in the Contract by the BESCOM without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his Work as to complete it not later than the date agreed to.

12.2 The Contractor shall submit a detailed **Activity Chart acceptable to the BESCOM**, within the time frame agreed, consisting of adequate number of

PROCUREMENT

activities covering various key Phases of the Work such as Design, Drawings, Procurement, Manufacturing, Shipment, Receiving of the BESCOM Supplied Equipments (if any), and Field Erection activities within fifteen (15) days of the date of Notice of Award of Contract. This activity chart shall also indicate the Interface facilities to be provided by the BESCOM and the dates by which such facilities are needed. The Contractor shall discuss the **Chart** so submitted with the BESCOM and the agreed **Chart** shall form part of the Contract Documents. During the Performance of the Contract, if in the opinion of the Engineer, proper progress is not maintained, Suitable changes shall be made in the Contractor's Operations to ensure proper progress without any Cost implication to the BESCOM. The Interface Facilities to be provided by the BESCOM in accordance with the agreed **activity Chart** shall also be reviewed while reviewing the progress of the Contract. The **Activity Chart** should be reviewed, updated, once every Month and submitted to Engineer for approval.

12.3 Based on the above-agreed Network Chart, fortnightly reports shall be submitted by the Contractor as directed by the Engineer.

12.4 Subsequent to the, finalization of the Network, the Contractor shall make available to the Engineer a detailed Manufacturing Program, in line with the agreed Contract Network. Such Manufacturing Program shall be reviewed, updated and submitted to the Engineer once every two Months thereafter.

12.5 The above PERT Charts/ Manufacturing Program shall be compatible with the BESCOM's Computer environment and furnished to the BESCOM on such Media as may be desired by the BESCOM.

13.0 **Effectiveness of Contract:**

The Contract shall be considered as having come into force from the date of the Notification of **Letter of Award** / Letter of Intent (as applicable) unless otherwise provided in the Notification of Award.

14.0 **Penalty:**

14.1 **For Equipment Portion:**

If the Contractor fails to successfully complete the Commissioning within the time fixed under the Contract, the Contractor shall pay to the BESCOM as **Penalty** a Sum specified for each specified period of Delay. The details of such **Penalties** are brought out in the accompanying Special Conditions of Contract (SCC). Equipment and Materials will be deemed to have been delivered only when all its Components, Parts are also delivered. If certain Components are not delivered in time, the Equipment and Materials will be considered as delayed until such time the missing Parts are also delivered. **The total amount of Penalties for delay under the Contract will be subject to a maximum 10% of the Contract Price**.

14.2 Penalty for not meeting Performance Guarantees during the Performance and Guarantee Tests shall be assessed and recovered from the Contractor as detailed in Technical Specification/ Special Conditions of Contract. Such Liquidated Damages shall be without any limitation whatsoever and shall be in addition to Damages, if any, payable under any other Clause of Condition of Contract.

PROCUREMENT

15.0 **Guarantee:**

15.1 The Contractor shall warrant that the Equipment supplied by him will be new, unused and in accordance with the Contract Documents and free from defects in Material and Workmanship for a period of **Eighteen Months (18) Months in respect of all the equipment's/materials of the project commencing immediately upon the satisfactory commissioning and handing over.** The Contractor's liability shall be limited to the replacement of any defective parts in the Equipment of his own Manufacture or those of his vendors, under normal use and arising solely from faulty Design, Materials and/or Workmanship provided always that such defective parts are repairable at the Site and are not in the meantime essential in the Commercial use of the Equipment. Such replaced/ defective parts shall be returned to the Contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by the Engineer, when the Equipment is under the supervision of the Contractor's Supervisory Engineer.

15.2 In the event of any emergency where in the judgment of the Engineer, delay would cause serious loss or Damages, repairs or adjustment may be made by the Engineer or a third Party chosen by the Engineer without advance Notice to the Contractor and the Cost of such Work shall be paid by the Contractor. In the event such action is taken by the Engineer, the Contractor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the Terms and Conditions of the Contract.

15.3 If it, becomes necessary for the Contractor to replace or renew any defective portions of the Works, the provision of this Clause shall apply to portion of the Works so replaced or renewed until the expiry of **Eighteen Months (18) Months in respect of all the the Equipments/materials of the project** from the date of such replacement or renewal. If any defects are not remedied within a reasonable time, the Engineer may proceed to do the Work at the Contractor's risk and Cost but without prejudice to any other rights, which the BESCOM may have against the Contractor in respect of such defects.

15.4 The repaired or new parts will be furnished and erected free of Cost by the Contractor. If any repair is carried out on his behalf at the Site, the Contractor shall bear the Cost of such repairs.

15.5 The Cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the Equipment or defective Work carried out by the Contractor, the same shall be borne by the Contractor.

15.6 The acceptance of the Equipment by the Engineer shall in no way relieve the Contractor of his obligations under this Clause.

15.7 In the case of those defective parts which are not repairable at Site but are essential for the Commercial Operation of the Equipment, the Contractor and the Engineer shall mutually agree to a program of replacement or renewal which will minimize interruption to the maximum extent, in the Operation of the Equipment.

16.0 **Taxes, Permits & Licenses:**

The Contractor shall be liable and pay all types of applicable Taxes such as CGST, SGST, IGST, UTGST, Duties, Levies, CESS if any, lawfully assessed

PROCUREMENT

against the BESCOM or the Contractor in pursuance of the Contract. In addition the Contractor shall be responsible for Payment of all Indian Duties, Levies and all Taxes, CESS if any lawfully assessed against the Contractor for his Personal Income and Property.

17.0 **Replacement of Defective Parts and Materials:**

17.1 If during the Performance of the Contract, the Engineer shall decide and inform in writing to the Contractor that the Contractor has Manufactured any Equipment, Material or part of Equipment unsound and imperfect or has furnished any Equipment inferior to the Quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expense within seven (7) days of his receiving the Notice, or otherwise, within such time, as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such Work and furnish fresh Equipment/ Materials up to the Standards of the Specifications. In case the Contractor fails to do so, the Engineer may on giving the Contractor seven (7) days' Notice in writing of his intentions to do so, proceed to remove the portion of the Works so complained of and at the Cost of the Contractor perform all such Work or furnish such Equipment/ Material provided that nothing in this Clause shall be deemed to deprive the BESCOM of or affect any rights under the Contract which the BESCOM may otherwise have in respect of such defects and deficiencies.

17.2 The Contractor's full and extreme liability under this Clause shall be satisfied by the Payment to the BESCOM of the extra Cost, of such replacement procured including Erection as provided for in the Contract, such extra Cost being the ascertained difference between the Price paid by the BESCOM for such replacements and the Contract Price by portion for such defective Equipment/ Material/ Works and repayments of any Sum paid by the BESCOM to the Contractor in respect of such defective Equipment/ Material. Should the BESCOM not so replace the defective Equipment/Materials, the Contractor's extreme liability under this Clause shall be limited to repayment of all Sums paid by BESCOM under the Contract for such defective Equipment /Materials.

18.0 **Patent Right and Royalties:**

Royalties and Fees for Patents covering Materials, Articles, Apparatus, Devices, Equipment or Processes used in the Works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy, all demands that may be made at any time for such Royalties or Fees and he alone shall be liable for any Damages or Claims for Patent infringements and shall keep the BESCOM indemnified in that regard. The Contractor shall, at his own Cost and expense, defend all Suits or Proceedings that may be instituted for alleged infringement of any Patents involved in the Works, and, in case of an Award of Damages, the Contractor shall pay for such Award. In the event of any Suit or other Proceedings instituted against the BESCOM, the same shall be defended at the Cost and expense of Contractor who shall also satisfy/comply with any Decree, Order or Award made against the BESCOM. But it shall be understood that no such Machine, Plant, Work, Material or Thing has been used by the BESCOM for any purpose or manner other than that for which they have been furnished and installed by the Contractor and specified under these Specifications. Final Payment to the Contractor by the BESCOM will not be

PROCUREMENT

made while any such Suit or Claim remains unsettled. In the event any Apparatus or Equipment, or any Part thereof furnished by the Contractor, is in such Suit or Proceedings held to constitute infringement, and its use is enjoined, the Contractor shall at his option and at his own expense, either procure for the BESCOM, the right to continue the use by BESCOM of said Apparatus, Equipment or part thereof, replace it with non-infringing Apparatus or Equipment or modify it, so that it becomes non-infringing.

19.0 **Defense of Suits:**

If any action in Court is brought against the BESCOM or Engineer or an Officer or representative of the BESCOM, for the failure, omission or neglect on the part of the Contractor to perform any Acts, Matters, Covenants or things under the Contract, or for Damage or injury caused by the alleged omission or negligence on the part of the Contractor, his Agents, Representatives, or in connection with any Claim based on lawful demands of Sub-Contractors, Workmen, Suppliers or Employees, the Contractor shall in all such cases indemnify and keep the BESCOM, and the Engineer and/or his Representative, harmless from all losses, Damages, expenses or Decrees arising of such action.,

20.0 **Limitation of Liabilities:**

The final Payment by the BESCOM in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract. Such final Payment shall be made only at the end of the Guarantee/ Warranty Period, and till such time as the Contractual liabilities and responsibilities of the Contractor, shall prevail. All other Payments made under the Contract shall be treated as on account Payments.

21.0 **Engineer's Decision:**

21.1 In respect of all matters which are left to the decision of the Engineer including the granting or with-holding of the Certificates, the Engineer shall, if required to do so by the Contractor, give in writing a decision thereon.

21.2 If, in the opinion of the Contractor, a decision made by the Engineer is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Engineer, within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Engineer's decision and the decision shall become final and binding.

21.3 It is the intent of the Agreement that there shall be no delay in the execution of the Works and the decision of the Engineer as rendered shall be promptly observed.

22.0 **Power to Vary or Omit Work:**

22.1 No Alterations, Amendments, Omissions, Suspensions or Variations of the Works (hereinafter referred to as '**Variation'**) under the Contract as detailed in the Contract Documents, shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full powers, subject to the provisions hereinafter contained, from time to time, during the execution of the Contract, to issue Notice in writing to instruct the Contractor to make such Variation without prejudice to the Contract. The Contractor shall carry out

PROCUREMENT

such Variation and be bound by the same conditions as far as applicable as though the said Variations occurred in the Contract Documents. If any suggested Variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or Guarantees under the Contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not, the same shall be carried out and if the Engineer confirms his instructions, the Contractor's obligations and Guarantees shall be modified to such an extent as may be mutually agreed to. Any agreed difference in Cost occasioned by any such variation shall be added to or reduced from the Contract Price as the case may be.

22.2 In the event of Engineer requiring any Variation, a reasonable and proper Notice shall be given to the Contractor to enable him to Work his arrangement accordingly, and in cases where Goods or Materials are already prepared or any Design, Drawings or Pattern made or Work done requires to be altered, a reasonable and agreed Sum in respect thereof shall be paid to the Contractor.

22.3 In any case in which the Contractor has received instructions from the Engineer as to the requirement of carrying out the Alterations or Additions or Substitute which either then or later on, will, in the opinion of the Contractor, involve a Claim for additional Payment, the Contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Engineer to that effect. But the Engineer shall not become liable for the Payment of any charges in respect of any such Variations, unless the instructions for the Performance of the same shall be confirmed in writing by the Engineer.

22.4 If any variation in the Works results in reduction of Contract Price, the Parties shall agree, in writing, as to the extent of any change in the Price, before the Contractor proceeds with the Change.

22.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said Sum, the decision of the Engineer shall prevail.

22.6 Notwithstanding anything stated above in this Clause, the Engineer shall have the full power to instruct the Contractor, in writing, during the execution of the Contract to vary the Quantities of the items or groups of items in accordance with the provision of Clause entitled 'Change of Quantity' in Section GCC. The Contractor shall carry out such Variations and be bound by the same conditions as though the said Variations occurred in the Contract Documents. However, the Contract Price shall be adjusted at the rates and the Prices provided for the Original Quantities in the Contract.

23.0 **Assignment and Sub-letting of Contract:**

23.1 For Components/Equipment procured by the Contractor for the purposes of the Contract, after obtaining the written approval of the BESCOM, the Contractor's Purchase Specifications and Enquiries shall call for Quality Plans to be submitted by the Suppliers along with their Proposals. The Quality Plans called for from the Vendors shall set out, during the various stages of Manufacture and Installation, the Quality Practices and Procedures followed by the Vendor's Quality Control Organization, the relevant reference Documents/ Standard used, acceptance level, inspection Documentation raised, etc. Such Quality Plans of the successful Vendors shall be discussed and finalized in consultation with the Engineer and shall form a part of the Contract between

PROCUREMENT

the Contractor and the Vendor. Within 3 weeks of the release of the Contracts for such Components, a copy of the same without Price details put together with detailed Purchase Specifications, Quality Plans and Delivery Conditions shall be furnished to the Engineer by the Contractor.

24.0 **Change of Quantity:**

24.1 In case of discrepancy in Quantities indicated in the Drawings and that specified in Price Schedule, actual Quantities indicated in Price Schedule to be followed.

24.2 During the execution of the Contract, the BESCOM reserves the right to increase or decrease the Quantities of items under the Contract without any change in unit Price or other Terms and Conditions. Such Variations shall not be subjected to any limitations for the individual items but the total Variation in all such items under the Contract shall be limited to a percentage of the Contract Price as specified in the General Conditions of Contract. **BESCOM reserves the right to increase or decrease the Quantity not exceeding 25% of the Value of the Contract**. **For quantity variation of individual items and Total Cost Variation, the matter shall be referred to the Chief General Manager (Electy), Procurement, BESCOM**.

The Contractor shall be responsible for supply and execution of such final quantities for completion of the work and they shall be paid for such finalized quantity at the unit rate indicated in the price schedule.

24.3 The Contract Price shall accordingly be adjusted based on the Unit Rates available in the Contract for the change in Quantities as above. The base Unit Rates, as identified in the Contract shall however remain constant during the currency of the Contract, except as provided for in Clause 33.0 below. In case the Unit Rates are not available for the change in Quantity, the same shall be as clause 7.2 (ii) of SCC.

25.0 **Packing, Forwarding and Shipment:**

25.1 The Contractor, wherever applicable, shall after proper painting, pack and crate all Equipment in such a manner as to protect them from deterioration and Damage during Rail and Road Transportation to the Site and Storage at the Site till the time of Erection. The Contractor shall be held responsible for all Damages due to improper packing.

25.2 The Contractor shall notify the BESCOM of the date of each Shipment from his Works, and the expected date of arrival at the Site for the information of the BESCOM.

25.3 The Contractor shall also give all Shipping information concerning the weight, size and content of each packing including any other information the BESCOM may require.

25.4 The following Documents shall be sent by Registered Post to the BESCOM within 3 days from the date of Shipment, to enable the BESCOM to make progressive Payments to the Contractor.

i. Copies of the Contractor's invoice showing NOA/LOA/LOI (as applicable)) /Award reference, Goods description, quantity, unit price, total amount.
ii. Packing list;
iii. Receipted LR;
iv. Manufacturer's/Contractors guarantee certificate;

PROCUREMENT

v. Material Inspection Clearance Certificate (MICC) for dispatch issued by the BESCOM or the Independent Agency appointed by the BESCOM and the Contractor's factory inspection report.
vi. Insurance certificate ; and
vii. Certificate of Origin.

25.5 The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose Material forming each and every Consignment dispatched to Site. The Contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his Works up to the Site and also till the, Equipment is erected, Tested and Commissioned. He shall be solely responsible for proper Storage and Safe Custody of all Equipment.

25.6 The Contractor shall apply in writing to the BESCOM for permission to deliver any equipment or Contractor's Equipment to the Site. No equipment or Contractor's Equipment may be delivered to the Site without the BESCOM's written permission in the form of Dispatch Instructions.

26.0 **Co-Operation with other Contractors and Consulting Engineers:**

The Contractor shall agree to cooperate with the BESCOM's other Contractors and Consulting Engineers and freely exchange with them such Technical information as is necessary to obtain the most efficient and economical Design and to avoid unnecessary duplication of efforts. The Engineer shall be provided with three copies of all correspondence addressed by the Contractor to other Contractors and Consulting Engineers of the BESCOM in respect of such exchange of Technical information.

27.0 **No Waiver of Rights:**

Neither the inspection by the BESCOM or the Engineer or any of their Officials, Employees, or Agents, nor any Order by the BESCOM or the Engineer for Payment of money or any Payment for or acceptance of the whole or any part of the Works by the BESCOM or the Engineer, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the BESCOM or any right to Damages herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

28.0 **Certificate not to affect right of BESCOM and liability of Contractor**:

No interim Payment Certificate of the Engineer, nor any Sum paid on account by the BESCOM, nor any extension of time for execution of the Works granted by the Engineer shall affect or prejudice the rights of the BESCOM against the Contractor or relieve the Contractor of his obligation for the due Performance of the Contract, or be interpreted as approval of the Works done or of the Equipment furnished and no Certificate shall create liability for the BESCOM to pay for alterations, amendments, variations or additional Works not Ordered, in writing, by the Engineer or discharge the liability of the Contractor for the Payment of Damages whether due, ascertained, or certified or not or any Sum against the Payment of which he is bound to indemnify the BESCOM, nor shall any such Certificate nor the acceptance by him of any Sum paid on account or otherwise affect or prejudice the rights of BESCOM against the Contractor.

PROCUREMENT

30.0 **Progress Reports and Photographs:**

During the various stages of the Work in pursuance of the Contract, the Contractor shall at his own Cost submit Periodic Progress Reports as may be reasonable required by the Engineer with such Materials as, Charts, Net Works, Photographs, Test Certificates, etc. Such Progress Reports shall be in the form and size as may be required by the Engineer and shall be submitted in at least Three (3) copies.

31.0 **Taking Over:**

Upon successful Completion of all the Tests to be performed at Site on Equipment's/Materials supplied and erected by the Contractor, the Engineer shall issue to the Contractor a Taking Over Certificate as a proof of the final acceptance of the Equipment **on due submission of GPS as-built drawing showing GPS co-ordinates for all Equipments installed under the said works & Jointing locations duly verified & certified by GM (ICT & MIS) section, BESCOM.** Such Certificate shall not unreasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects, which do not affect the Commercial Operation and/or cause any serious risk to the Equipment. Such Certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the Terms and Conditions of the Contract after issue of such Certificate.

C. CONTRACT SECURITY AND PAYMENTS

32.0 **Contract Performance Guarantee/Guarantee:**

32.1 As mentioned in Clause-29, Section-II, Instructions to Tenderer (ITT), the Successful Bidder to whom Contract is awarded, shall furnish Contract Performance Guarantee to the BESCOM within Twenty (20) days of BESCOM's Letter of Award/Letter of Intent of the Contract.

32.2 The Successful Bidder to whom the Contract is awarded shall be required to furnish the Performance Guarantee in the form of Bank Guarantee issued either by a Nationalized/Scheduled bank/e-Bank Guarantee (e-BG's from the Nationalized/Scheduled banks integrated with NeSL) or Insurance Surety Bonds issued by Insurance Company Authorized by Insurance Regulatory and Development Authority of India drawn in the format attached as Annexure to this bid documents in infavour of the CGM (Electy), Procurement, BESCOM. ***The Contract Performance Guarantee amount shall be equal to Five percent (5%) of the total contract value (Excluding GST)*** **and additional security for unbalanced tenders (if applicable) in accordance with Clause 25.5 shall be valid until a date 30 days from the date of issue of the certificate of completion** and it shall guarantee the faithful Performance of the Contract in accordance with the Terms and Conditions specified in these Documents and Specifications. **The Bank Guarantee shall be valid initially for a period of 12 months and shall be extended to cover the performance guarantee valid up to 180 Days after the end of Guarantee period** as referred to in Clause 15.0, General Conditions of Contract GCC and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

32.3 The Contract Performance Guarantee amount shall be unconditional and irrevocable and the amount therein shall be payable to the BESCOM on

PROCUREMENT

demand without any condition whatsoever.

32.4 The Contract Performance Guarantee shall additionally cover the following Guarantees to the BESCOM.

a) The Contractor shall Guarantee the Successful and Satisfactory Operation of the Equipment supplied under the Contract, as per the Specifications and Documents.

b) The Contractor shall furnish Guarantee that the Equipment provided by it/its Sub-Vendors shall be free from all defects in Design, Material and Workmanship and that it shall, upon written Notice from the BESCOM, fully remedy, free of expenses to the BESCOM, such defects as may develop under the normal use of the said Equipment within the period of Guarantee/Warranty specified in the relevant Clause of, General Conditions of Contract GCC.

33.0 **Contract Price Adjustment:**

33.1 The prices shall be quoted on variable basis in accordance with Clause-40.0 of Conditions of contract (CC), Clause-11.0 of Section–II, Instruction to Tenderers-(ITT) and Clause-33.0 of General Conditions of Contract (GCC).

33.2 **The quoted Prices for all the items except 1.1 kV, LT Aerial Bunched Cable & 11 kV Covered Conductor shall remain fixed during the Performance of the Contract**.

34. Payment:

34.1 The Payment to the Contractor for the Performance of the Works under the Contract will be made by the BESCOM as per the guidelines and Conditions specified herein and as per the payment terms stipulated vide clause no. 13 of Special Conditions of Contract- SCC. All Payment made during the Contract shall be on account Payments only. The final Payment will be made on Completion of all Works and on fulfillment by the Contractor of all his liabilities under the Contract.

34.2 **Currency of Payment**

All Payments under the Contract shall be in Indian Rupees only.

34.3 **Payment Schedule:**

The Contractor shall prepare and 'Submit to the Engineer for approval a breakup of the Contract Price. This Contract Price break-up shall be inter-linked with the agreed detailed PERT Net Work of the Contractor setting forth his starting and Completion dates for the various key phases of Works prepared as per condition in Clause 34.0 of General terms & Conditions-GCC.

34.4 **Application for Payment:**

The Contractor shall submit application for the Payment in the prescribed proforma of the BESCOM. Each of such application shall state the amount Claimed and shall set forth in detail, in the Order of the Payment Schedule, particulars of the Works including the Works executed at Site and of the Equipment shipped/brought on to the Site pursuant to the Contract up to the date mentioned in the application and for the period covered since the last preceding Certificate, if any. Every interim Payment Certificate shall certify the Contract value of the Works executed up to the date mentioned in the

PROCUREMENT

application for the Payment Certificate provided that no Sum shall be included in any interim Payment Certificate in respect of the Works that, according to the decision of the Engineer, does not comply with the Contract, or has been performed, at the date of Certificate prematurely.

34. 5 **Mode of Payment:**

Payment due on dispatch of Equipment shall be made by the BESCOM directly to the Contractor as per the Payment Schedule. The Payment of the advance if any test charges, if any Price adjustment, if any other supply Payment, **all applicable CGST, SGST, IGST, UTGST, CESS if any**, duties (whenever admissible) inland transportation (including port handling), Insurance in the Erection Portion of the Works shall be made direct to the Contractor by the BESCOM.

Note: Necessary documents for the above shall be produced for arranging the payment.

35.0 **Deductions from Contract Price:**

The payment shall be made as per actuals. Any material already supplied but not utilized for the work shall be taken back by the contractor. The bills paid towards these materials if any shall be recovered in the running/final bills.

All Costs, Damages or expenses which the BESCOM may have paid, for which under the Contract the Contractor is liable, will be claimed by the BESCOM. All such Claims shall be billed by the BESCOM to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such Claims. Such Claims shall be paid by the Contractor within thirty (30) days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the BESCOM may then deduct the amount, from any monies due or becoming due by him to the Contractor under the Contract or may be recovered by actions of Law or otherwise., **Deduction if any towards excess payments made to the contractor or any recovery to be made from the contractor in respect of other works awarded shall be effected.**

D. RISK DISTRIBUTION

36.0 **Transfer of the Title:**

36.1 **For Contractor Supplied Equipment's/Materials:**

36.1.1 Transfer of the title in respect of equipment and materials supplied by the Contractor to the BESCOM pursuant to the terms of the Contract shall pass on to the BESCOM with negotiation of dispatch documents.

36.1.2 This Transfer of Title shall not be construed to mean the acceptance and the consequent "Taking Over" of equipment and materials. The Contractor shall continue to be responsible for the quality and performance of such equipment and materials and for their compliance with the specifications until "Taking Over" and the fulfillment of guarantee provisions of this Contract.

36.1.3 This Transfer of Title shall not relieve the contractor from the responsibility for all risks of loss or damage to the equipment and materials as specified under the clause entitled 'insurance' of this section.

36.2 The Contractor shall be fully responsible for the safety of all the Equipments/

PROCUREMENT

Materials while the same are under his custody as above until **"Taking Over of 11 kV Covered Conductor & LT AB cable and other Assets"** by the BESCOM in accordance with Clause 14 of, Special Conditions of Contract-SCC,

37.0 **Insurance:**

37.1 The Contractor at his Cost shall arrange, secure and maintain all Insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the BESCOM against all perils detailed herein. The form and the limit of such Insurance as defined herein together with the under-writer in each case shall be acceptable to the BESCOM. However, irrespective of such acceptance, the responsibility to Maintain adequate Insurance Coverage at all time during the period of Contract shall be of Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his Contractual responsibilities and obligations. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all Insurance covers. Further the Insurance should be in freely convertible Currency.

37.2 Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer to title shall not in any way relieve the Contractor of the above responsibilities during the period of contract. The Contractor shall provide the BESCOM with copies of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of documents shall be submitted to the BESCOM immediately after such Insurance coverage. The Contractor shall also inform the BESCOM in writing at least sixty (60) Days in advance regarding the expiry/cancellation and/or change in any of such Documents and ensure revalidation, renewal etc. as may be necessary well in time.

37.3 The perils required to be covered under the Insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (Erection risks) Workman compensation risks, loss or Damage in transit, theft, pilferage, riot and strikes and malicious Damages, civil commotion, weather conditions, accidents of all kinds, etc. The Scope of such Insurance shall be adequate to cover the Replacement/ Reinstatement Cost of the Equipment for all risks up to and including delivery of Goods and other Costs till the Equipment is delivered at Site. The Insurance policies to be taken should be on replacement value basis and/or incorporating escalation Clause. Notwithstanding the extent of Insurance cover and the amount of Claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all Equipment/Materials and to ensure their availability as per Project requirements.

37.4 All Costs on account of Insurance liabilities covered under the Contract will be on Contactor's account and will be included in Contract Price. However, the BESCOM may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the Insurance coverage, risks and in such a case, the Parties to the Contract will agree for a mutual settlement, for reduction in Contract Price to the extent of reduced Premium amount. The Contractor, while

PROCUREMENT

arranging the Insurance shall ensure to obtain all discounts on Premium that may be available for higher Volume or for reason of financing arrangement of the Project.

37.5 The Clause entitled 'Insurance' under the Erection Conditions of Contract-ECC, covers the additional Insurance requirements for the portion of the Works to be performed at the Site.

38.0 **Liability for Accidents and Damages:**

Under the Contract, the Contractor shall be responsible for loss or Damage to the Plant/Structures until the successful Completion of Commissioning as defined elsewhere in the Bid Document.

39.0 **Delays by BESCOM or his Authorized Agents:**

39.1 In case the Contractor's Performance is delayed due to any act of omission on the part of the BESCOM or his authorized Agents, then the Contractor shall be given due extension of time for the Completion of the Works, to the extent such omission on the part of the BESCOM has, caused delay, in the Contractor's Performance of the Contract. Regarding reasonableness or otherwise of the extension of time, the decision of the Engineer shall be final.

39.2 In addition, the Contractor shall be entitled to Claim demonstrable and reasonable compensation if such delays have resulted in any increase in Cost. The BESCOM shall examine the justification for such a request for Claim and if satisfied, the extent of compensation shall be mutually agreed depending upon the circumstances at the time of such an occurrence.

40.0 **Demurrage, Wharf age, etc..,:** All demurrage, wharf age, and other expenses incurred due to delayed clearance of the Material or any other reason shall be to the account of the Contractor.

41.0 **Force Majeure:**

41.1 Force Majeure is herein defined as any cause which is beyond the control of the Contractor or the BESCOM as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the Performance of the Contract, such as:

a) *Natural Phenomena, including but not limited to Floods, Droughts, Earthquakes and Epidemics.*

b) *Acts of any Government, domestic or foreign, including but not limited to War, declared or undeclared, Priorities, Guarantees, and Embargoes. Provided either Party shall, within fifteen (15) days from the occurrence of such a cause, notify the other in writing of such causes.*

41.2 The Contractor or the BESCOM shall not be liable for delays in performing his obligations resulting from any Force Majeure cause as referred to and/or defined above. The date of Completion will subject to hereinafter provided, is extended by a reasonable time even though such cause may occur after Contractor's Performance of obligation has been delayed due to other causes.

41.3 **Bankruptcy:** If the Contractor shall become bankrupt or otherwise insolvent or have a receiving Order made against him or compound with his Creditors, or being a Corporation, commence to be wound up, not being a voluntary winding

PROCUREMENT

up for the purpose only of amalgamation/ reconstruction, or carry on its business under a receiver for the benefit of its Creditors or any of them, the BESCOM will be at liberty:

a) To terminate the Contract forthwith by Notice in writing to the Liquidator or Receiver or to any Persons in whom the Contract may become vested and to act in the manner Provide in Clause 43.0 infra titled 'Contractor's Default Liabilities', as though the last mentioned Notice has been the Notice referred to in such Clause and the Equipment Materials and Works have been taken out of the Contractor's hands;

b) To give such Liquidator, Receiver, or other Persons the option of carrying out the Contract subject to his providing a Guarantee, for the due and faithful Performance of the Contract, up to an amount, to be determined by the BESCOM.

42.0 **Suspension of Work:**

42.1 The BESCOM reserves the right to suspend and reinstate execution of the whole or any part of the Works without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the Works will be issued by the Engineer to the Contractor in writing. The time for Completion of the Works will be extended for a period equal to duration of the suspension.

42.2 Any necessary and demonstrable Cost incurred by the Contractor as a result of such suspension of the Works will be paid by the BESCOM, provided such Costs are substantiated to the satisfaction of the Engineer. The BESCOM shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor.

43.0 **Contractor's Default:**

43.1 If the Contractor shall neglect to execute the works with due diligence and expediency or shall refuse or neglect to comply with any reasonable Order given to him, in writing by the Engineer in connection with the works or shall contravene the provisions of the contract, the BESCOM may give notice in writing to the Contractor to make good the failure / neglect or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the BESCOM shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if the BESCOM shall think fit, without prejudice to any other right he may have under the contract to take the work wholly or in part out of the Contractor's hands and re-contract with any other persons or persons to complete the works or any part thereof and in that event the BESCOM shall have free use of all Contractor's equipment that may have been at the time on the site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the BESCOM shall be entitled to retain and apply balance which may otherwise be due on the Contract by him to the Contractor, or such part of the works or of completing the works as the case may be. If the cost of completing the works or executing a part there of as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess amount. Such payment of excess amount shall be independent of the **Penalty** for delay, which the Contractor shall have to pay if the completion of works is delayed.

PROCUREMENT

43.2 In addition, such action by the BESCOM as aforesaid shall not relieve the Contractor of his liability to pay Penalty for delay in Completion of Works as defined in **Clause 14.0** of this Section.

43.3 Such action by the BESCOM as aforesaid the termination of the Contract under this Clause shall not entitle the Contractor to reduce the value of the Contract Performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract including Guarantee period.

44.0 **Termination of Contract on BESCOM's Initiative:**

44.1 The BESCOM reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under Clause entitled Contractor's Default. The BESCOM shall in such an event give fifteen (15) days' Notice in writing to the Contractor of his decision to do so. The Contractor, upon receipt of such Notice, shall discontinue the Work on the date and to the extent specified in the Notice, make all reasonable efforts to obtain cancellation of all Orders and Contracts to the extent they are related to the Work terminated and terms Satisfactory to the BESCOM. Stop all further Sub-Contracting or Purchasing activity related to the Work terminated, and assist the BESCOM in Maintenance, Protection, and Disposition of the Works acquired under the Contract by the BESCOM.

44.2 In the event of such a termination the Contractor shall be paid the amount due to him for the work already under taken. If the Contractor is an individual or a Proprietary Concern and the individual or the proprietor dies and if the Contractor is a Partnership Concern and one of the Partners dies, then unless the BESCOM is satisfied that the legal Representatives of the individual Contractor or of the Proprietor of the Propriety Concern and in the case of Partnership, the surviving Partners, are capable of carrying out and completing the Contract, the BESCOM shall be entitled to cancel the Contract as to its incomplete part without being in any way liable to Payment of any compensation to the estate of deceased Contractor and/or to the Surviving Partners of the Contractor's Firm on account of the cancellation of the Contract except the amount which has already become due and payable. The decision of the BESCOM that the legal Representatives of the deceased Contractor or Surviving Partners of the Contractor, cannot carryover and complete the Contract, shall be final and binding on the Parties. In the event of such cancellation the BESCOM shall not hold the estate of the deceased Contractor and/or the Surviving Partners of the Contractor's Firm liable to Damages for not completing the Contract.

44.3 **Delays in the Contractor's Performance:**

Delay by the Contractor in the Performance of his obligations under the Contract shall render the Contractor liable for any, or all of the following sanctions:

a. Forfeiture of his Performance Guarantee.
b. Imposition of Penalty and/or
c. Termination of Contract for default as detailed herein.

If, at any time during Performance of the Contract, the Contractor should encounter conditions impending timely delivery of the Goods and for

PROCUREMENT

Performance of Services, the Contractor shall promptly notify the BESCOM, in writing, of the fact of the delay, its likely duration and its cause(s). Upon receipt of the Contractor's request, the BESCOM shall evaluate the situation and may, at his discretion, extend the time for Performance, in which case the extension shall be ratified by an amendment to Notification of Award/Contract Agreement.

45.0 **Frustration of Contract:**

45. 1 In the event of Frustration of the Contract because of supervening impossibility in terms of Section 56 of the Indian Contract Act, the Parties shall be absolved of their responsibility to perform the balance portion of the Contract, subject to provisions contained in sub-Clause 45.3 below.

45.2 In the event of non-availability or suspension of Funds for any reasons whatsoever (except for reason of willful or flagrant breach by the BESCOM) and or Contractor then the Work under the Contract shall be suspended. Furthermore, if the BESCOM is unable to make Satisfactory, alternative arrangements for financing to the Contractor in accordance with the terms of the Contract within three Months of the event, the Parties hereto shall be relieved from carrying out further obligations under the Contract treating it as Frustration of the Contract.

45.3 In the events referred to in Sub-Clauses 45.1 and 45.2 above, the Parties shall mutually discuss to arrive at reasonable settlement on all issues including amounts due to either Party for the Work already done on "Quantum Merit" basis that shall be determined by mutual agreement between the Parties.

46.0 **Grafts and Commissions etc..,:**

Any Graft, Commission, Gift or advantage given, promised or Offered by or on behalf of' the Contractor or his Partner, Agent, Officers, Director, Employee or Servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the BESCOM, shall in addition to any Criminal liability which it may incur subject the Contractor to the cancellation of this and all other Contracts and also to Payment of any loss or Damage to the BESCOM resulting from any cancellation. The BESCOM shall then be entitled to deduct the amount so payable from any money otherwise due to Contractor, under the Contract

E. RESOLUTION OF DISPUTES:

47.0 Settlement of disputes:

47.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the Parties.

47.2 If any dispute or difference of any kind whatsoever shall arise between the BESCOM and the Contractor, arising out of the Contract for the Performance of the Works whether during the progress of the Works or after its Completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Engineer, who, within a period of thirty, (30) days after being requested by either Party to do so, shall give written Notice of his decision to the BESCOM and the Contractor.

47.3 Save as hereinafter provided, such decision in respect of every matter so

PROCUREMENT

referred shall be final and binding upon the Parties until the Completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence.

47.4 During settlement of disputes and Court Proceedings, both Parties shall be obliged to carry out their respective obligations under the Contract.

48.0 **Reconciliation of Accounts:**

The Contractor shall prepare and submit every month, a statement covering Payments Claimed and the Payments received vis-a-vis the Works executed, for reconciliation of Accounts with the BESCOM.

49.0 **Inspection and Tests:**

49.1 The successful bidder shall give the inspection call letter in advance before 10 days from the schedule date of inspection to the Chief General Manager (Electy), Procurement, BESCOM for inspection, which include date and place at which the material will be ready for inspection. After inspection of the material and conformity with the relevant standards, necessary dispatch instructions will be issued by the Chief General Manager (Electy), Procurement, BESCOM.

49.2 The BESCOM or his Representative shall have the right to inspect and/or to Test the Goods to confirm their conformity to the Contract. The BESCOM will depute Engineers from BESCOM for inspecting the equipment's / materials. The Visa, to and fro travel expenses from the place of working of officials deputed for inspection, boarding charges, lodging charges and other incidental expenses of the inspecting Engineers for inspections to be carried out outside the country are to be borne by the Contractor. The Special Conditions of Contract and/or the Technical Specifications shall specify the Inspections and Tests the BESCOM requires to be done and the place where they are to be conducted. The BESCOM shall notify the Supplier/Contractor in writing on the identity of any Representatives authorized for these purposes.

49.3 The Inspection and Tests may be conducted on premises of the Supplier/Contractor at point of delivery and/or at the Goods final destination. When conducted on the premises of the Supplier/ Contractor, all reasonable facilities and assistance including access to Drawings and Production Data shall be furnished to the Inspectors at no charge to the BESCOM.

49.3.1 Should any inspected or Tested Goods fail to conform to the Specifications, the BESCOM may reject them and the Supplier / Contractor shall either replace the rejected Goods or make all alterations necessary to meet Specification requirements free of Cost to the BESCOM. Should the Contractor/ his Sub-Supplier fails to Offer Materials/ Equipment for inspection on the specified date or the Materials fails during the Test, all the expenses incurred by, the BESCOM for subsequent inspections should be borne by the Contractor.

49.3.2 **The levy of re-inspection charges on the default firms when BESCOM Officers are deputed for 2nd time for inspection of materials/equipment which were not ready for inspection on first visit or materials rejected on first time as follows:**

(a) **Rs.50,000/- per person, per day + GST prevailing/applicable on the day of inspection + any other Tax as per statutory requirement.**

PROCUREMENT

+

(b) Actual To & Fro charges by Air/Train/Bus. (as the case may be)

49.4 The BESCOM's right to inspect, Test and, where necessary, reject the Goods after the arrival of the Goods shall in no way be limited or waived by reason of the Goods having previously been inspected, Tested and passed by the BESCOM or his Representative prior to the Goods transportation.

49.5 Nothing in Clause 49.1 to 49.4 shall, in any way, release the Supplier / Contractor from any Warranty or other obligations under this Contract.

50.0 Notices:

50.1 Any Notice given by one Party to the other, pursuant to Contract, shall be sent in writing by Registered Post with Acknowledgement Due or Fax. Fax Notice shall be confirmed in writing to the address specified in the Contract.

50. 2 Notice(s) shall be deemed to **have been duly and properly** served upon the Parties hereto, if sent by any of the above-mentioned methods to the address mentioned in the Contract.

50.3 A Notice shall be effective when issued by one of the above-mentioned means or on the Notice's effective date, whichever is later.

PROCUREMENT

V. Environmental & Safety planning

Refer uploaded Environmental & Safety planning in KPP portal

PROCUREMENT

SECTION 6: CONTRACT DATA (CD)

1. The bidder shall quote for complete scope of work specified in the tender. In respect of laying of UG Cable in open trench/HDD method, BESCOM has the existing OH network and proposed cable route drawing and the Contractor shall carry out GIS survey and submit the detailed survey report which covers the route Profile, BoM (Bill of Materials)/BoQ (Bill of Quantity) etc., The contractor shall get the detailed survey report approved from the BESCOM as per GIS survey conducted by him before commencing the work.

2. **PROJECT DESCRIPTION:**

2.1 **This project envisages to improve the quality of power supply to the consumers and to mitigate the following issues**:

- An increase in death of departmental & non-departmental personnel due to contact of live wire occurs repeatedly. Also possibility of foreign bodies like trees/animals is come in contact with the live overhead line leading to accident & power failure.
- Due to natural calamities caused by heavy Wind, Rain & storm, breakdown of poles/conductors in general distribution system may occur, causing interruptions to the consumers & accidents to human being/ animals & also damage to electric equipment's due to fluctuations in current/voltage.
- In Some locations, the Overhead lines of different feeders are running in parallel causing to unforeseen damage necessitating to avail line clear on all the feeders for maintenance work, causing interruption to the consumers.

2.2 **NATURE OF WORKS**:

- Conversion of 11kV Overhead lines by Underground (UG) cable and providing RMU.
- Conversion of DP/TP structure into Spun pole for erection of existing distribution Transformers.
- Releasing of Overhead lines & DP structures in good/re-usable condition.
- Crediting of un-utilized dismantled materials to the respective BESCOM Divisional Stores.

2.3 **OBJECTIVE & BENEFITS OF THE PROJECT:**

- Improvement of reliability and quality of power supply due to reduction in duration of interruptions.
- Reduction of accident/interruption due to foreign bodies coming in contact with the live wire & interruption due to natural calamities like wind, rain, storm etc.,
- Reduction in damage to electrical equipment's due to heavy current during short circuit faults of OH line.
- To avoid unforeseen damages to the supports carrying the live wire.
- Reduction in transmission/distribution loss resulting in energy savings.
- Quick & easier change over facility by providing loop cable system.
- Lower maintenance cost & providing quality power supply as the voltage variations due to overhead lines will be reduced.
- To improve the aesthetic view of the town.

PROCUREMENT

3.0 SCOPE OF WORK:

The Scope of the work under this tender for Design, Engineering, Testing, Supply on FOR Destination to Site basis, Transportation, Insurance, Installation and Commissioning of the ***"Rectification of hazardous locations by Replacing of existing HT/LT bare Overhead Conductor with HT covered conductor/LT AB Cable on total turnkey basis in Hosakote Division of BESCOM Jurisdictions for a period of one year on Rate Contract Total Turnkey percentage quoting Basis".***
It includes the followings:

a) Supply, Erection & Commissioning of materials required for conversion of 11kV bare Overhead lines by 11 kV Covered Conductor & LT bare Overhead lines by LT AB Cable.
b) Erection of intermediate poles wherever necessary.
c) Releasing of Overhead lines.
d) Crediting of un-utilized dismantled materials to the respective BESCOM Divisional Stores.

4. The salient features of the scope include, but not limited to the following:
   a) Overall Project Management, Coordination.
   b) The Successful Bidder needs to prepare the site survey report and BOQ (Bill of Quantities) based on the actual survey.
   c) A final exhaustive site survey report should be submitted covering detail BoQ for each locations and further consolidated at Block level, deviation from indicative BoM (Bill of Materials), risks involved to execute the work along with mitigation plan, resources required as well as a quality assurance plan indicating expected deviations along with the project execution strategy. A comprehensive documentation in appropriate format to be submitted on the completion of the survey through the concerned C, O&M division, BESCOM to the competent authority.
   d) **BESCOM shall validate, verify and approve the site survey report and Bill of Quantity (BOQ) as prepared by the successful Bidder.**
   e) Based on the approved site survey report and finalized BOQ, the Successful Bidder shall source the materials as per BESCOM Technical Specification from the BESCOM approved vendor and carry out the implementation of the work order. **If any discrepancy is noticed in sketches or deviation of line route if found necessary at the time of execution due to various reasons, shall be executed as per the instructions of Engineer-in-charge.**
   f) Construction Environmental, Health & safety plan as per standards.
   g) Design, manufacturing, testing at factory site/test house, supply, storage, installation, testing and commissioning of 11kV Covered Conductor & LT AB Cable and with all associated materials & accessories required for Conversion of the 11kV/LT bare Overhead line to HT Covered Conductor & LT AB Cable in the approved route as shown by Field Engineer –in- Charge.
   h) The successful bidder shall procure and supply of all the materials from the BESCOM approved vendors as per IS/IEC/BESCOM approved specifications.

PROCUREMENT

i) The UG cable shall be laid as per IS 1255 standard.

j) Preparation of fabrication drawings of Single pole structures, RMU foundation & other line materials and GTP for major materials to be supplied as per standard specifications shall be submitted by the successful bidder for approval from the competent authorities of BESCOM.

k) Design the method of installing U.G. Cables, cable laying using HDD method/open trench, excavation and back-filling of cable trench, supply and installation of associated materials like sand, bricks, warning tape, protective slabs, pipes, ducts, civil works, etc.,

l) Any injury or loss to the life of human being/animals or damages to any Government/private property during the execution of work shall be on the account of successful bidder and has to make good the damages. Claims arising out of injury or loss to the life or damages shall have to be borne and settled by the successful bidder.

m) It is the responsibility of the successful bidder to carry out work in safe manner and at most utilization of safety equipment's.

n) The successful bidder has to abide by the prevailing standard safety policy.

o) The working area shall be barricaded properly with MS sheet barricading. This is required for the safety of the traffic and the pedestrians. The successful bidder shall be the responsible for any mishap which may occur on account of its not taking necessary precautionary measures. The barricades shall be fixed at work place before execution of the work. Required information regarding the work as specified shall be written on these barricading sheets.

p) **Utilization of released good line materials for conversion works wherever required**.

q) **Releasing of existing Conductor in good/re-usable condition without cutting them into small pieces, releasing of Overhead line materials and returning the un-used released materials back to concerned O&M divisional stores of BESCOM at no extra cost**.

z) BESCOM will not supply any materials & all the materials in stages shall be supplied by the awarded agency in accordance to the requirement of the work from time to time. Any material already supplied but not required for the work shall be taken back by the contractor. The bills paid towards these materials shall be adjusted in the future/final bills.

aa) The payment will be made only for the quantity used on the line.

x) **Co-ordination with concerned field officials of BESCOM for overall works monitoring & supervision**.

y) All necessary approvals of the concerned authorities are to be obtained before execution of the works by the successful bidder and necessary assistance will be rendered by the BESCOM.

z) The civic/BBMP/GBA/National highways/traffic/defense authorities/ Railway/Telephones/Water supply/Electrical Inspectorate and other local administrative authorities etc., charge as per their standard schedules/rates which will be intimated by them from time to time for grant of permission/ approvals for trenching/laying pipes/laying cables/commissioning of the cable & other Equipment's etc., shall be paid by the successful bidder. These charges are reimbursable by the BESCOM as per actuals, on production of valid vouchers and which will not to be included in the total Contract value.

PROCUREMENT

aa) Design, Engineering, Manufacture, Factory Testing, Supply on FOR Destination to Site basis, Transportation, Insurance, Unloading, Storing, Handling and moving into the final position, Erection, Testing, Commissioning and putting the Equipment into Successful Commercial operation of the proposed work along with transformer centers.

bb) **Any other Electrical and/or civil works including supply and erection which are not included in the item rate schedule but required to complete the work shall be carried out by the successful bidder on recommendation of the Engineer-in-charge as well as approval from the competent authority at prevailing SR rate including loading factors + tender premium as stated in Cluase-6 Note: (a) of IFT and shall be considered to be included in the scope of the work. If the SR rate is not available, then mutually agreed rate will be considered.**

cc) The quantities mentioned in the schedule are unit basis and to be procured /executed by the successful contractor based on the approval of the site survey report & BOQ valued at the rates approved by the BESCOM as per the terms and conditions of the Contract. Any increase or decrease in the quantities of Award, the bidders shall supply/execute the contract at the same rates, terms and conditions of the Contract.

5. The quantity of **70 Sq.mm AAAC (AL-7), 11 KV Covered Conductor & 1.1 kV, LT Aerial Bunched Cable proposed** is as detailed under:

Enquiry no:	Name of the Work	11kV Covered Conductor	LT AB Cable	Amount put to Tender
BESCOM/2025-26/ 1066	***Rectification of hazardous locations by Replacing of existing HT/LT bare Overhead Conductor with HT covered conductor/LT AB Cable on total turnkey basis in Hosakote Division of BESCOM Jurisdictions for a period of one year on Rate Contract Total Turnkey percentage quoting Basis***	**95.842 KM's**	**62.585 KM's**	***Rs. 13,42,47,834 (Excluding GST)***

PROCUREMENT

6 **Manufacturer of Equipment To Be Supplied By The Contractor:**

a) The successful bidder shall procure and supply of all the materials under the scope of the contract from the BESCOM approved vendors as per IS/IEC/BESCOM specifications.

(OR)

b) In case successful Bidder desires to procure any Equipments/Materials from any Vendors other than the Approved Vendors of BESCOM, then such vendor has to get vendor approval from BESCOM.

c) Project specific vendor approval will not be entertained, only in cases where approved vendors are not available for any specific material/equipment, then request for project specific vendor approval will be considered in which case successful Bidder desiring to procure any Equipments/Materials from such Sub Vendors, shall furnish all the Credentials such as Type test Certificates, details of Past Supplies, Performance Certificates from the End Users etc.., as required as per **criteria for vendor approval uploaded in the BESCOM website** to this office for examination and to convey the necessary competent approval.

d) The requisition letter of **"inspection call"** from successful bidder shall be submitted to the office of the **Chief General Manager (Electy.,) Procurement, BESCOM,** 10 days advance notice in writing the date and place at which the equipment's will be ready for testing/inspection.

7 **Contract period:**

THE CONTRACT IS VALID FOR A PERIOD OF 12 MONTHS FROM THE DATE OF ISSUE OF LETTER OF AWARD.

8 **Commissioning Period:**

The entire assigned work shall be completed and commissioned in all aspects within **12 months from the date of issue of Letter of Award INCLUDING MONSOON PERIOD.**

9 **Mode of Awarding:**

The work awards/orders will be issued by the **Executive Engineer (Ele), C,O&M division, Hosakote, BESCOM**, on priority basis by specifying the quantum of works to be executed and period of completion against the individual work award/ orders at the approved unit cost of equipment's/materials as per the terms and conditions of the Contract and in line with the estimate prepared by the Assistant Engineer/Section Officer duly conducting field survey, which is approved by the Competent Authorities of BESCOM as per Manual of Delegation of Financial Powers of BESCOM.

10 Before Bidding for the above works, the Bidder shall fully familiarize himself with the site conditions and general arrangements, etc. though the BESCOM shall endeavor to provide the information, it shall not be binding for BESCOM to provide

PROCUREMENT

the same. The Bidders are advised to visit the Site and acquaint themselves with the Topography, infrastructure, Soil conditions and Design Philosophy. The Bidders shall be fully responsible for providing all Equipment's, Materials, System and Services specified in their Scope or otherwise which are required to complete the Construction and successful Commissioning of the work in all respects in this Tender. Non- familiarity with the site conditions will not be considered for extra Claims and for not carrying out the Work in strict conformity with Drawings and Specifications.

11 **Notwithstanding** anything stated above or elsewhere in the Contract Data, BESCOM reserves right to assess the Capability/ suitability of the Bidder to perform the overall Contract should the circumstances warrant such assessment in the overall interest of BESCOM**.**

12 BESCOM reserves the right to cancel or withdraw the bid at any juncture without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.

13 The scope of the proposal shall be supply, erection, test and commission of electrical distribution network on total Turnkey basis as per the technical specifications and other terms & conditions as specified in the bid documents including the following:

a) Design and Detailed Engineering.
b) Complete Manufacture including Shop Testing of Equipments/ Materials in the Scope of the Contractor.
c) Providing Engineering Drawings, Data, Operation Manual, etc for the BESCOM's approval for the Equipments/Materials in the Scope of the Contractor.
d) Packing and Transportation from the Manufacturer's Works to the Site of Equipments/Materials in the Scope of the Contractor.
e) Receipt, Storage, Preservation and Safe keeping of Equipment at the Site.
f) Pre-assembly, if any, Erection, Testing and Commissioning of all the Equipment.
g) Reliability Tests and Performance and Guarantee Tests on Completion of Commissioning.
h) The silent feature of the scope of work

14 No deviation whatsoever, either in full or in part, the Conditions of the Bidding Documents as specified in the Special Conditions of Contract is permitted by the BESCOM. Therefore, the Bidders are advised that while making Bid Proposals and quoting Prices, these conditions may appropriately be taken into consideration. Bidders are required to furnish a Certificate to **Chief General Manager (Electy), Procurement, BESCOM** in this regard as per the Format provided in Special Conditions of Contract in sealed envelope along with other Documents. In the event of Non- receipt of the above mentioned **"No Deviation Certificate"** on or before the Date and Time indicated in the tender documents. The Bids of such Bidders will not be opened and will be treated as **Non-Responsive**.

15 Bids not covering the Scope of Works may be treated as incomplete and hence rejected summarily.

PROCUREMENT

16 The Bidder shall complete all the Schedules & Annexure in the Bid Proposal Sheets, Technical Data Sheets, **and Price Sheets** and specified elsewhere. The Qualifying Data shall be filled in the required Schedule of Techno-Commercial sheets. While furnishing Qualifying Data, only the list of executed Works, similar in nature to the tendered Scope of Work, shall be furnished.

17 **Bid Price:**

17.1 The Bidder shall indicate the **Percentage above or below the amount put to tender in the *KPP-portal*** of the respective enquiry **-** *Financial Offer in turn arriving total cost of the contract*, **which shall be exclusive of GST and inclusive of Freight & insurance and other taxes,** if any for supply, Erection, Testing and Commissioning and other Services under the contract as the case may be.

17.2 **Applicable GST for the approved rates will be shown separately in the LOA.**

17.3 This break up shall be furnished in the following manner: -

i. The price of the goods quoted ex-factory/ex-works/ex-warehouse as applicable, inclusive of all duties, taxes and levies **other than GST** paid or payable on components, sub-assemblies and raw materials.

ii. Custom Duties on Imports, levies, CESS if any which will be payable by the Owner on the Goods, if this Contract is Awarded.

iii. In land transportation charges include handling charges and other costs incidental to delivery of the goods to their final destination and insurance charges including all applicable taxes thereon ***(Excluding GST)***

iv. The cost of erection, testing and commissioning as well as associated civil, structural works including all applicable taxes thereon. ***(Excluding GST)***

v. The Bidder shall include levies, surcharge/ CESS etc., on erection, testing and commissioning as well as associated civil, structural works as applicable in their break up price and BESCOM would not bear any additional liability on this account. BESCOM shall, however, deduct such tax at sources as per the rules and issue necessary Certificate to the Contractor.

17.4 Bid Currency shall be exclusively in Indian Rupees. The bids offered in any other currency other than Indian currency would summarily be rejected.

18 Price Basis:

The price shall be in accordance with clause-20.0 of section Contract Data of the bid document.

19 Taxes and Duties:

19.1 As indicated in Clause 26.0 of ITT of the Bid Document, in case of Award of Contract, a Single Works Contract covering both Supply & Erection portion of the Contract will be issued to the successful Bidder.

19.2 **i) Applicable, levies, CESS excluding GST, if any** payable on supply of material/ equipment, component sub-assemblies, raw materials and any other items used for the contractor's consumption or dispatched directly to the site stores of the contractors, associated civil works and erection works shall be

PROCUREMENT

included in the total bid price and any such **taxes,** duties levies etc., **additionally payable due to statutory variation or due to introduction of duties and levies not considered by the Bidder but payable as applicable on the date of bidding etc., shall be to the Bidder's account and no separate claim on this behalf shall be entertained by the owners either during the contractual period or during the extended period if any**.

(ii) <u>Materials supplied by the Bidder to the Owner:</u>

All applicable, levies, CESS **excluding GST** if any., in respect of all materials, under the contract shall be included in the total bid price, but they shall be indicated separately as mentioned in clause 17 supra.

Any such taxes, duties, levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the Owner.

(iii) <u>Erection works:</u>

The applicable levies , CESS if any excluding GST etc., is included in the total bid price , and indicated separately in price schedules as mentioned in clause 17 supra.

Any such taxes, duties, levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the BESCOM.

(iv) In case of any statutory variation in **CGST, SGST, IGST, UTGST, levies, CESS if any** or if any **tax**/ duty/levy is newly introduced by the government applicable for this contract with effect from the next day of the date of submission of the bid these variations/additional **taxes**/ duties/ levies will be to the account of the Owner. In case the Bidders indicate lesser rates of **taxes** & duties with reference to the prevailing rates of **taxes** & duties at the time of bidding, any variations in the **taxes** and duties would be paid/ recovered keeping the rates of **taxes** & duties applicable as on the **last date of Techno-Commercial Bid Submission as notified (either original or extended) as** the base and not the quoted rates of **taxes** & duties for payment/recovery of difference in the **taxes** and duties. If the contractor is required to pay additional **tax** or duty, then the BESCOM shall reimburse the contractor the additional **tax** or duty so paid by the contractor against submission of documentary evidence to the satisfaction of the BESCOM by the contractor.

If there is any reduction in the taxes/duties during the Contract period, the excess/difference amount shall be to the account of BESCOM. This provision will be applicable to Supply, erection and civil works.

Note: Additional tax liability on account of change in the sources of the equipment /materials, if any, will be to bidders account only.

The claims against statutory variation, in principle, would be settled as reimbursement provided the contractor furnishes documentary evidence to establish that the extra amount claimed due to statutory variation was in fact paid by him solely on account of such statutory variation. This may vary from case to case depending upon the nature of statutory variation.

PROCUREMENT

19.3 The BESCOM will deduct Tax at Source as per applicable law from the proceeds payable to the Contractor.

19.4 The bidder must be GST registered firm having GSTIN.

19.5 As regards the Income Tax, Surcharge on Income Tax and any other Corporate Tax, the BESCOM shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for Payment of such Taxes as mandated under the provisions of the Law.

19.6 Notwithstanding anything stated in the Sub-Clause 19.1 to 19.5 above, the BESCOM shall have the right to make deduction at Source from the amounts payable to the Contractor against this Contract in respect of any Tax liability as may be Mandatory in terms of the Law. The BESCOM shall not bear any liability in this regard but shall issue necessary TDS Certificate in respect of such deductions made

19.7 The Owner's liability for all taxes and duties under the contract shall be limited to only those indicated by the Bidder in the break up prices subject to the statutory variations and variations as per clause No. 19.2 of supra.

If the cost of the Contract during the performance of the contract shall be increased or reduced by reasons of the making, passing or promulgation of any law after the date of submission of bid or by any order, regulation or by-law having the force of law, the amount of such increase or reduction shall be added to or deducted from the 'Contract Price' as the case may be. It is the Bidder's responsibility to furnish details of **taxes,** duties, levies, etc. applicable as on the date of submission of the bid.

19.8 No Claim for any increase towards the Statutory Variation regarding enhancement of existing **CGST, SGST, IGST, levies, CESS if any** or introduction of a new Tax or Duty applicable shall be entertained by the BESCOM during the extended period of Contract, if any, if the extension of the Contract is required due to the causes attributable to the Contractor.

19.9 Before quoting, the Bidder shall ascertain from the concerned **Tax** Authorities of Government of Karnataka/Govt. of India, the applicability of **CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, CESS if any** etc., **as on the last date of** Techno-Commercial Bid Submission as notified (either original or extended) in respect of this Package and include the same in the quoted Price. No separate Claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these **Taxes**.

*Note: The successful bidder shall be entirely responsible for payment of all **taxes**, levies, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. In respect of supply portion, the successful bidder shall pay all types of fees, levies, **taxes**, duties etc. required to be paid by any National or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of works and by the Rules and Regulations of all Public bodies and companies whose property or rights are affected or may be affected in any way of the works. The successful bidder shall in compliance with the above keep the Purchaser indemnified against all such penalties and liability of every kind for breach of any statute, ordinance or law, Regulation or bye-law. Nothing in the contract shall relieve the successful bidder from his responsibility to pay any **tax** that may be levied by the Government on the turnover / profits etc., made by him in respect of the contract.*

PROCUREMENT

19.10 Building and other construction workers welfare CESS

i. The Building and **other** construction workers welfare CESS act 1996, came into operation with effect from 3rd day of November 1995, the Government has decided to collect CESS now with immediate effect. Accordingly the government has issued order no. LD/300 LET/2006 dated 18.01.2007 & 28.02.2007

ii. The building & other construction workers welfare CESS at the rate of 1% of the amount of **the Supply and Erection portion** of the contract as per the circular issued by BESCOM vide no: BESCOM/BC-49/GM(CT&GST)/AGM(CT&GST)/F-9/2018-19/CYS-34 Dt: 06.09.2018 consequent to the direction issued by Labour department, G.O.K, will be deducted from the bill at the time of making payment and such amount so deducted from the bill will be remitted to Karnataka State Building and other construction workers welfare board.

iii. It is mandatory to furnish a return in form-i to the concerned assessing officer in terms of section -4 of the building & other construction workers welfare CESS act, 1996 and its rules under 1998. The concerned Contractor shall furnish the aforesaid return to the concerned assessing officer.

19.11 **Statutory Variation regarding increase/decrease of existing Taxes & Duties or introduction of a new tax or duty during the Contractual completion period would be to the account of BESCOM.**

20 Price Adjustment:

20.1 **The Price quoted by the Bidder for 70 Sq.mm AAAC (AL-7), 11 KV Covered Conductor & 1.1 kV, LT Aerial Bunched Cable shall be VARIABLE in accordance with relevant IEEMA price variation formula** and all other items shall remain fixed during the Performance of the Contract and shall not be subject to variation on any account.

20.2 Currency other than Indian currency would summarily be rejected.

21 Signing of Contract :

21.1 At the same time as the BESCOM notifies the successful Bidder that his Bid has been accepted, the BESCOM will send the Bidder the Letter of Intent (LOI) incorporating all agreements between the Parties.

21.2 Within 10 days of receipt of the detailed Letter of Intent, the successful Bidder shall sign and date the same and return it to the Owner.

21.3 The Successful Bidder will prepare the Contract Agreement as per the Pro-forma and the same will be signed **within 20 (twenty) days of receipt of Letter of Intent.**

22 Contract Performance Guarantee:

22.1 Within 20 days of receipt of the Letter of Intent, the successful Tenderer shall deliver to BESCOM a Security Deposit/Contract Performance Guarantee in the form of Bank Guarantee or Insurance Surety Bonds for an amount equivalent to **5% of the Contract price (Excluding GST)** plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract as per the Format -10 given in section 10.

PROCUREMENT

22.2 As a Contract Performance Guarantee, the Successful Bidder, to whom the Work is awarded, shall be required to furnish the Performance Guarantee in the form of **Bank Guarantee** issued either by a Nationalized/Scheduled bank/e-Bank Guarantee (e-BG's from the Nationalized/Scheduled banks integrated with NeSL) or Insurance Surety Bonds issued by Insurance Company Authorized by Insurance Regulatory and Development Authority of India (in the second schedule of the RBI Act-1934) and the Bank should be covered under jurisdiction of Indian laws in the form attached as Annexure-III to this in favor of **Chief General Manager (Electy), Procurement, BESCOM, Bengaluru. The Contract Performance Guarantee amount shall be equal to FIVE percent (5%) of the Total awarded Contract *(Excluding GST)*** value and it shall guarantee the faithful Performance of the Contract in accordance with the Terms and Conditions specified in these Documents and Specifications. The Guarantee shall be valid up to 180 days from the date of expiry of Defects Liability Period i.e.., 18 (Eighteen) months for all the equipment's/materials of the project) and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion. **The Guarantee shall be valid initially for a period of 12 months and shall be extended to cover the performance guarantee valid up to 180 Days after the end of Guarantee period as referred to in Clause 15.0, General Conditions of Contract GCC and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.**

22.3 The Performance Guarantee shall cover additionally the following Guarantees to the BESCOM

a. The Successful Bidder Guarantees the Successful and Satisfactory Operation of the Equipment in the Scope of the Contract, as per the Specifications and Documents;

b. The Successful Bidder further Guarantees that the Equipment provided by him/his sub-Vendors shall be free from all defects in Design, Material and Workmanship and shall upon written Notice from the BESCOM, fully remedy free of expenses to the BESCOM, such defects as developed under the normal use of the said Equipment within the period of Guarantee specified in the relevant Clause of the General Terms and Conditions in this Special Conditions of Contract.

c. The Contract Performance Guarantee is intended to secure the Performance of the entire Contract. However, it shall not to be construed as limiting the "Damages" under Clause entitled "Equipment Performance Guarantee" in Technical Specifications and "Damages" stipulated in other Clauses in the Bid Documents.

d. The Performance Guarantee will be discharged without any interest at the end of Guarantee Period, unless otherwise specified in SCC.

e. Failure of the successful Bidder to comply with the requirement of Clause **22.2** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security and blacklisted the bidder, **in such event BESCOM will call for new Bids.**

PROCUREMENT

SECTION 7:

SPECIFICATIONS & DRAWINGS

Refer uploaded Specifications & Drawings in KPP portal

PROCUREMENT

SECTION 8:

Refer uploaded unit rates in KPP portal

PROCUREMENT

SECTION 9:

Form of Insurance Surety Bond towards EMD/Bid Security

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:
Date:

To
The Chief General Manager (Electy)
Procurement, BESCOM
Corporate Office, KR Circle
Bangalore

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. ***{Tender Reference No.},*** M/s ***{***Contractor's ***Name}*** having its Registered/Head Office at ***{address}*** (hereinafter called the ' Contractor ') wish to participate in the said bid for ***{Tender Title}.***

As an irrevocable Insurance Surety Bond against Bid Security for an amount of .....(*).....valid for days from .....(**) required to be submitted by the Contractor as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the {Name of the Insurer} having our Head Office at {address of the Insurer} guarantee and undertake to pay immediately on demand by Bangalore Electricity Supply Company Limited, (hereinafter called the 'Owner') the amount of .....(*)..... without any reservation, protest, demand and recourse. Any such demand made by the 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Contractor and/or any right/remedy available to the Contractor in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid up to.....(@) If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s ***{ Contractor 's Name}*** on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorized officer has set its hand and stamp on this ..... day of ..... 20..... at .....

.....
(Signature)

PROCUREMENT

.....

(Name)

.....

(Designation with
Insurer Stamp)

Authorized Vide Power of Attorney PoA No.....

Date.....

NOTE:

1. (*) The amount shall be as specified in the SPC (Special Purchase Conditions) (specific monetary value of the insurance bond)

   (**) This shall be the last date of bid submission deadline.

   (@) This date shall be Forty Five (45) days after the last date for which the bid is valid.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3. The Owner shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Contractor /Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, Contractors are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Contractors are required to fill up this Form and enclose the same with the Insurance Surety Bond.

PROCUREMENT

Form of Insurance Surety Bond towards Performance Security

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No:
Date:

TO
The Chief General Manager (Ele)
Procurement, BESCOM
Bangalore.

Dear Sirs,

In consideration of the Bangalore Electricity Supply Company Limited, (hereinafter referred to as the Owner which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having Awarded to M/s…… with its Registered/Head Office at …… (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Intent to Award the Contract No……..dated…… and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No…… dated ……..valued at……for ……..(Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful Performance of the entire Contract equivalent to 5% (Five Percent) of the Amount put to tender (Excluding GST) plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 43 of the CC (Conditions of Contract).

We …… .[Name & Address of the Insurer] ……having its Head Office at …… (hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all amount payable by the Contractor to the extent of ……(*)…… as aforesaid at any time upto……[days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Owner on the Insurer shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Owner and further agrees that the guarantee herein contained shall be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Contractor for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The Owner shall have the fullest liberty, without affecting this Insurance Surety Bond, to

postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Insurer shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Owner at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to .....(*) and it shall remain inforce upto and including .....(@) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.{ Contractor's Name}on whose behalf this Insurance Surety Bond has been given.

Dated this ..... day of .....20.....
at.....

WITNESS :

1. .....
.....
(Signature)
.....

(Name)
.....

(Official Address)

(Signature)

.....

(Name)

(Designation with Insurer Stamp) Authorised Vide Power of Attorney

No.....
Date.....

2. .....
(Signature)
.....
(Name)
.....
(Official Address)

Notes :(*) this sum shall be five percent 5% (Five Percent) of the Amount put to tender (Excluding GST) plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 43 of the CC (Conditions of Contract).

PROCUREMENT

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
2. The Owner shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Contractor Insurer issuing the Insurance Surety Bond.
4. While getting the Insurance Surety Bond issued, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Insurance Surety Bond.

PROCUREMENT

This is to certify that draft tender document consist the followings:

1) **Bid documents : 145 Pages.**
2) **E&S Planning : 33 Pages.**
3) **Techno-Commercial sheets (Schedule-01 to Schedule-11) : 17 Pages.**
4) **GTP & Drawings.**

Sd/-
Chief General Manager (Electy)
Procurement, BESCOM
Bangalore

-End of the documents-

****

PROCUREMENT